

### **TOWN OF GRAFTON**

GRAFTON MEMORIAL MUNICIPAL CENTER 30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519 (508) 839-5335 ext 1100 • FAX (508) 839-4602 www.grafton-ma.gov

### BOARD OF SELECTMEN MEETING AGENDA

July 10, 2018 Municipal Center, Conference Room A 7:00 p.m.

### **CALL TO ORDER**

### **ANNOUNCEMENTS**

### 1. SCHEDULE

- a) Municipal Vulnerability Preparedness (MVP)
- b) Animal Control Vote to sign Intermunicipal Agreement for services with Westborough and Shrewsbury

### 2. RESIGNATIONS

a) Ruth Anderson, Mill Villages Advisory Committee

### 3. APPOINTMENTS

### **Board of Selectmen**

a) None

### **Town Administrator**

- a) Parks & Cemetery Superintendent, Daryl Roberts
- b) Building Department Office Manager, Michael Barbato
- c) Administrative Assistant, Treasurer Collector, Beth Schrottman
- d) Community Preservation Administrative Assistant Joann Duncan

### 4. NEW BUSINESS

- a) Unclassified Transfer Request
- b) One Day Beer & Wine Request Tufts
- c) North Eastern Tree Service Vote to approve a One Year Contract Extension

- d) Page Contracting Inc Vote to sign contract for the Installation of Municipal Service Counters (Phase I)
- e) Bigelow Electrical Company Vote to sign contract Generator Maintenance Agreement
- f) Selectmen Representatives on Boards & Committees
- 5. SELECTMEN REPORTS / TA REPORTS
- 6. CORRESPONDENCE
- 7. DISCUSSION
  - a) 20 Creeper Hill Road
  - b) Draft Policy for Temporary Signs on Town Property
- 8. MEETING MINUTES

### **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3) Litigation Update Litigation Strategy Union Negotiations Land Negotiation Non Union Negotiations Strategy for Negotiations Minutes

### **ADJOURN**

### **MUNICIPAL VULNERABILITY PREPAREDNESS (MVP)**

Joe Laydon will give a brief overview on the MVP program and what it means for Grafton. This is one of several steps towards gaining grant funding eligibility.

### PUBLIC LISTENING SESSION Grafton's Municipal Vulnerability Preparedness Program

Learn more about Grafton's climate resilience planning under the state's Municipal Vulnerability Preparedness (MVP) program!

MVP provides support for communities to begin the process of planning for climate resilience and prioritizing adaptation and hazard mitigation actions. Communities that complete the MVP program become certified by the state and are eligible for follow-up grant funding and other opportunities.

The main listening session will be held at 6:00 PM, with a brief presentation during the Selectmen's meeting at 7:00 PM.

For more information, please contact the Grafton Conservation Commission at (508) 839-5335 ext. 1138 or the Central Massachusetts Regional Planning Commission at (508) 459-3339, or email

Tuesday, July 10, 2018 at 6:00 PM Municipal Center, 30 Providence Road Second floor, Conference Room F







### Grafton Workshop Workshop Summary



The Grafton workshop was held April 25, 2018 at Grafton's Town Hall. Four presentations were made by the provider team; an introduction to the MVP program and process: a summary of climate change projections and impacts using EOEEA's downscaled watershed-level data; a rundown of nature-based solutions to climate change (by MassAudubon); and a snapshot of natural hazards, critical infrastructure and vulnerable populations in Grafton, based in part on the Town's recently-completed hazard mitigation plan (approved by FEMA in January 2017) and on outputs of the regional MVP workshop. After discussion among the attendees, the following four hazards were selected for detailed discussion in the breakout exercise: flooding, windrelated hazards, severe cold and winter storms, and heat/drought. Following the presentations, attendees broke into three groups of up to eight participants to work through the Community Resilience Building matrix and mapping exercise, before voting and reporting back to the full group to discuss overall priorities for action. Roughly 30 people were in attendance; a full list of participants is included in Appendix B. Attendees included representatives from Town departments and boards/commissions (Board of Selectmen, Town Administrator, Planning Board and staff, Grafton Emergency Management Agency, Conservation Commission and staff, Fire Department, Building Inspector, Police Department, and Council on Aging), CMRPC's hazard mitigation/MVP team, the Blackstone River Watershed Association, EOEEA's Division of Conservation Services, Tufts University's Grafton-based veterinary school, MassAudubon, and Grafton High School (scribes). A publicized public listening session was scheduled for July 10, 2018 in conjunction with a Board of Selectmen's meeting to discuss MVP results and local and regional recommendations.

### Grafton Workshop Top Hazards and Vulnerable Areas



### **Top Hazards**

Following the presentations, a group discussion was held to determine the top four hazards for breakout groups to focus on in more depth. There was debate about how to categorize hazards, such as tropical storms, that have multiple effects — both flooding and wind damage. Some felt that extreme temperatures should be their own category, but the group was hesitant to remove another topic to allow for temperatures as a stand-alone topic. Another consideration was to include mainly hazards that are evolving due to climate change in the Blackstone Valley. Ultimately, the group elected to categorize the discussion as shown below:

- Flooding (all applicable types: riverine, stormwater runoff, and dam failure)
- Wind-related hazards (tornadoes, wind-related aspects of tropical storms, thunderstorms and other severe weather)
- Winter storms and severe cold
- Drought and severe heat

### **Vulnerable Areas**

The vulnerabilities listed below were discussed in the workshop's breakout groups.

### Neighborhoods

The South Grafton villages (Fisherville, Farnumsville, and Saundersville); and senior housing complexes (Housing Authority communities at Forest Lane and Maxwell Drive; Green Acre Estates at Zgonis Drive; Crescent Manor on Crescent Street; likely others)

### **Ecosystems**

Blackstone River and its tributaries (esp. the Quinsigamond River and Miscoe Brook/West River); toxic river sediments in impoundments (especially Fisherville Pond); riverbank erosion (especially at Depot Street and Mill Street); lakes and ponds (especially Lake Quinsigamond, Lake Ripple, Silver Lake, Fisherville Pond and Hovey Pond); invasive species (in waterways and forests); wetlands; forests; street trees; water supply aquifers; and recreational and conservation lands

### **Transportation**

Roads and bridges throughout (esp. state-maintained roads, Pleasant Street, Main Street and Depot Street); evacuation routes passing through flood zones (Rt. 122, Rt. 122a, Rt. 140, Rt. 30, others); and Providence & Worcester/Grafton & Upton/CSX/MBTA Commuter Rail railroads (esp. bridges over the Blackstone River and fire-prone areas along the GURR right of way)

### Infrastructure (excluding transportation)

Stormwater drainage infrastructure throughout (culverts, storm drains, etc.); dams (esp. Fisherville Dam and the Town-owned dams); above-ground utility lines throughout; and public water supply sources (esp. Ferry Street wells)

### <u>Facilities</u>

New propane distribution facility on Grafton & Upton Railroad; Tufts Veterinary biolab; emergency communications towers (these rely on copper lines); fire stations 2 and 3 (access may be impaired by adjacent flood zones); and school buildings with flat roofs

### **Populations**

Seniors; and the disabled community



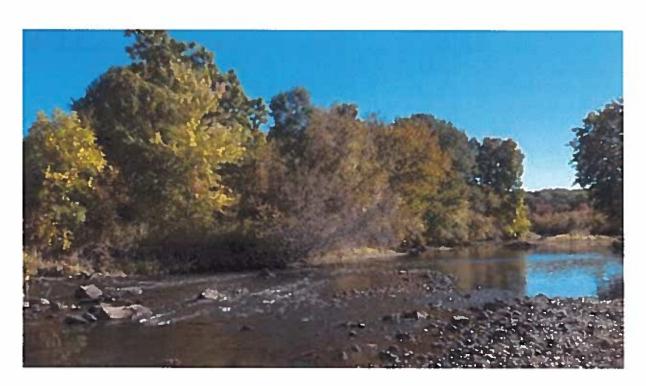
### Grafton Workshop Current Concerns and Challenges Presented by Hazards

In preparation for the Grafton workshop, the MVP planning team and provider staff reviewed the Town's hazard mitigation plan to identify relevant natural hazards and related challenges. Additional inquiries were made with local officials whose work is impacted by these hazards. Recent disaster events of concern included frequent major winter storms (as in 2015 and 2018), ice storms (2008), severe rain events (2005, 2010, 2016), tropical storms (Irene, Sandy), extended drought (2015 to 2016), and infestations of invasive and otherwise undesirable species (gypsy moths, aquatic invasives, ticks). These events resulted in a variety of impacts to the town including power outages, riverine and roadway flooding (with some evacuation routes and emergency service access routes impacted), isolated damage to structures, dry wells in outlying parts of town, and increased snow removal expenditures.

At the workshop, CMRPC and Mass Audubon staff presented downscaled data on climate change provided by EOEEA and the Northeast Climate Science Center. Projections for the Blackstone River watershed show that by mid-century, annual average temperatures may increase in the range of 3 to 6 degrees from the historical baseline, hot days over 90 degrees may increase 7 to 29 days, days below freezing may fall 18 to 38 days, annual precipitation may increase 1 to 7 inches, yet seasonal drought conditions may become more frequent as precipitation becomes more concentrated in extreme intensity events and winter snowpack is reduced. Some of the challenges of these projected changes — many of which are already being observed — were discussed in a presentation at the workshop focused on specific hazards in the Grafton area. Challenges highlighted in the presentations and/or discussed as a group or in the breakout groups included:

- In general, attendees expressed a concern that climate change will exacerbate problems
  that they are already dealing with and already lack the resources to address
  comprehensively flooding and stormwater management, vulnerable roads, water and
  sewer capacity and resilience, ecological damage (especially wetlands and riverbanks),
  and vulnerable populations, all within the context of a rapidly-growing community
- Increased precipitation may lead to more frequent and severe flooding, including in areas
  outside of designated flood zones defined using historical data particular in the heavily
  developed areas just outside the current Quinsigamond and Blackstone River floodplains
- Increased storm intensity may cause more tree damage leading to power outages and road closures, higher peak stream flows requiring new approaches to stormwater management (as will EPA's new MS4 permit), and increased erosion of stream banks and nearby infrastructure
- More hot and warm days may mean increased need for cooling (but less need for heating), especially among vulnerable groups such as children and seniors – this concern was elevated because of the Town's relatively limited formal shelter capacity
- More frequent and severe droughts may challenge water supplies and increase risks from wildfire as forests are damaged – attendees had concern in particular for outlying parts

- of town outside of the two public water districts, where growth has accelerated in recent years
- Pests and invasive plant and animal species may impact public health through increasing numbers of disease vectors (ticks and mosquitoes) and by damaging key ecosystems such as forests and wetlands, thereby increasing wildfire and flood risks
- Winter storms continue to be a challenge to Town operations and funding changes to
  winter storms from regular snows and sustained snowpack to more mixed precipitation
  and rain with more intensity may require new methods of storm response, may
  counterintuitively increase soil freeze depths (risking subsurface infrastructure), and may
  lead to reduced water availability in spring



### Grafton Workshop Specific Categories of Concerns and Challenges

The following topics were identified by workshop attendees as concerns or challenges related to Grafton's changing climate and natural hazards.

### **Infrastructure Topics**

### **Drainage and Stormwater Management**

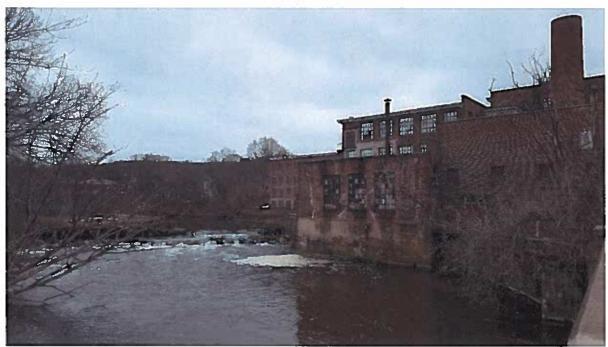
Drainage and stormwater management were a major concern among participants. Large areas of Grafton are located within FEMA flood zones, and other parts of town are prone to flooding because of historic development in low-lying areas and due to deteriorated, outdated, or nonexistent drainage infrastructure. There was concern that the part of town that is subject to frequent flooding would increase as the climate changes and storms become more intense. Given the scale of these issues — the Town is responsible for dozens of culverts, for example — the challenge to upgrade stormwater drainage to meet the needs of a wetter climate was considered substantial. Specific locations of concern included many of the evacuation routes (especially Routes 122a and 122, which are flood-prone and connect South Grafton to most emergency services), older mill villages along the rivers (primarily the South Grafton villages along the Blackstone River), and many inadequate culverts and storm drains throughout town. Drainage trouble spots were noted at Folette Street, Stowe Road, Wesson Road and George Hill Road, and some others are highlighted in Grafton's Hazard Mitigation Plan (approved by FEMA in 2017).

### Water Supply Network

Grafton's drinking water is provided by two public water districts (Grafton and South Grafton) that together cover most of the town; interconnections are in place with various other providers, providing some redundancy in time of drought or system damage. Residents in outlying parts of town rely on private wells. During the 2015-2016 drought, some residents in some rural areas without connections to the public water supplies had water shortages. There was concern that, as droughts become more frequent and intense, these areas would be more exposed to shortages. There were water use restrictions in the two service areas that helped prevent shortages. A related challenge mentioned by some is that the two districts have separate rules and policies. There was additional concern about the South Grafton water supply, where there is historic industrial groundwater contamination near the Ferry Street public wells that requires active protection through maintenance of the water level at Fisherville Mill; some private wells may also be affected. Water quality and pressure in the Tufts Veterinary School area was also a concern for some. In the long term, some attendees noted concern for major water assets such as pump houses, which may become more exposed to flood damage.

### <u>Dams</u>

The Blackstone Valley is among the most-dammed regions in the country due to its early industrial history. Grafton has 12 dams reported by the state, including two High Hazard dams (Fisherville Pond Dam and Pratt Pond Dam). Two dams are town-owned (Lake Ripple and Silver Lake), two are state-owned, and the rest are privately owned. Workshop attendees noted a



concern for potential dam failures as the intensity of storms and overall precipitation increase and the dams continue to age (especially the historic mill dams like Fisherville Pond Dam in South Grafton). Particular concern was expressed for the Fisherville dam, which impounds a large former mill pond. In addition, this dam plays a key role in maintaining appropriate water levels to protect the public water supply from historic industrial contaminants. Potential removal of dams was discussed, but several attendees noted historic industrial toxic sediments which could be mobilized by restored river flows and more intense storms are an obstacle to removal.

### Roads and Transportation

Another concern voiced by workshop participants was the state of roadways and other transportation infrastructure and services, and their vulnerability to worsening hazards. Road closures due to flooding, downed trees and other storm damage can hinder disaster response, evacuation operations and access to shelters and basic services. In Grafton, many of the primary evacuation routes (Routes 122, 122a and 140, among others) pass through FEMA flood zones, and flood areas are expected to expand as the climate warms. Route 122a near the Blackstone River has previously been closed due to flooding, isolating the southwest end of town from most local emergency services, which are based to the north. Also of concern was Route 122 in central and southern Grafton, where the adjacent Quinsigamond River and its impoundments could flood the road, potentially limiting emergency access. Relocating evacuation routes is a challenge since most of the major roads connect the historic village centers along flood-prone river and brook valleys. Many roadways outside of designated flood zones are also impacted by localized flooding caused by deteriorated or undersized drainage structures such as culverts and storm drains – these were expected to become even more unsuitable as the climate changes.

Railroads were a notable concern. Three railroads operate in town: the Providence & Worcester Railroad, Grafton & Upton Railroad, and CSX (route shared with MBTA commuter rail). Several

local officials expressed concern that toxic or hazardous substances transiting the area were exposed to natural hazards. Grafton officials also noted the prevalence of wildfires along the rail routes (esp. the GURR), which may become a greater concern in future decades as adjacent forests are damaged by pests, stronger storms, and changing temperatures and precipitation, leading to greater combustibility. A related concern is the GURR's new propane terminal located at 42 Westboro Road, which is immediately adjacent to the FEMA flood zone and is not far downstream from Windle Pond Dam.

Last, there was concern about the impact of climate change and increased hazards on transit. The WRTA operates a bus route through town via flood-prone streets, and the Grafton Senior Center operates a shuttle. Attendees noted concerns about the ability to use these services and school buses for emergency evacuations in the event of a flood or extreme storm.

### Other Infrastructure and Facilities

A number of other infrastructure challenges were noted. There was concern for electrical lines, almost entirely above-ground, which are vulnerable to storms in both winter and temperate seasons. Power outages present risks to emergency response and recovery, hinder heating and cooling for most residents, and can disrupt the water supply to homes outside of the public water service areas, where electrical well pumps are needed.

Participants had limited concern about sewer infrastructure, primarily related to the treatment plant's location in the flood zone off Depot Street. The plant has also had issues with snow load roof damage in the past. The sewer main network covers most of the town — some rural areas rely on private septic systems. Some attendees mentioned concerns about long-term septic function in these outlying areas due to uncertainty about groundwater and percolation as the climate changes.

A few other infrastructure/facility concerns were touched on: vulnerability to storms of the current emergency communications towers, which are linked by copper wire and are at wind-exposed hilltop sites; vulnerability of access to two fire stations (#2 and #3) to extreme flood events, due to their locations near flood zones; and vulnerability to snow loads at several schools where roofs are flat (South Grafton Elementary is also potentially flood-prone).

### **Societal Topics**

### **Vulnerable Areas and Populations**

Participants identified a few vulnerable neighborhoods and other populations that are of concern as the climate changes. The greatest concern was for the former mill villages in South Grafton which, because of the historical need for water power, are located close along the Blackstone River. South Grafton is a designated Environmental Justice area due to its large foreign-born population, mainly made up of Asians, though language isolation is not a widespread issue based on available Census data.

Another concern and challenge noted several times is the senior population. Public safety officials expressed worry that it would be difficult to respond to a major natural disaster given the large numbers of seniors in town, many of whom are disabled or who require ready access to medications or medical care. Sheltering capacity was a related concern. Currently, only the Senior Center is a designated as a primary shelter. Officials would like to expand sheltering options to include the High School, which is capable of serving as a primary shelter. In addition, there are several senior housing complexes such as assisted living centers, Housing Authority senior facilities, and 55+ developments including Green Acres/Zgonis Drive, Maxwell Drive, McHale Drive, and Forest Lane. Other vulnerable populations present in large facilities include the DMH, DYS and Job Corps sites. Maxwell Drive and Green Acres were concerns for flooding. While the other sites were not highlighted as particularly vulnerable to hazards, the presence of concentrated vulnerable populations was noted as a challenge for preparedness and disaster response for both the Town and facility operators. Other vulnerable populations (children and pets) were noted to a lesser degree.

### Regulations, Plans and Policies

Some attendees were concerned that local and/or state regulations and policies should be strengthened to foster greater use of low-impact development (LID) methods, enhance wetlands protection, and address stormwater. There was a broad call for the Town to incorporate climate change challenges into all of its strategic planning. One gap that was noted was the need for a debris management plan.

### **Emergency Communications and Management Capacity**

While generally considered a strength, there was some concern about emergency management and communications. Some attendees mentioned the Fire Department and its staffing challenges. Most Grafton firefighters are on call. In recent years, the trend has been for firefighters to work outside of town, making it harder to consistently schedule locally available crews. There was also some mention of older equipment that should be replaced. As noted under Infrastructure, the emergency communication towers were considered somewhat vulnerable to storm and wind damage. Participants felt there could be more effective communication and that the Town could expand on education and outreach programs for vulnerable populations, especially seniors. Some noted that emergency communication systems such as Code Red could be utilized more, and outreach made to get others to sign up — currently some 5,000 of 18,000 residents are signed up.

### **Environmental Topics**

### **Environment and Ecosystems**

Several participants noted concerns about the impacts of climate change on the environment. Conservation was perhaps the largest concern. Grafton has been a rapidly growing community for the past few decades, growing from 11,000 population in 1980 to around 18,000 today, with more than 2,100 acres of new development in former farms and forests since 1971. With that growth, participants recognized the challenge of protecting remaining open spaces, particularly critical habitats for nature-based mitigation like wetlands and waterways. Grafton has substantial

areas of both due to the presence of the Blackstone River, Quinsigamond River, West River and smaller tributaries. A number of lakes and ponds are located in town, many created by former mill dams. Participants had several concerns about the condition of these water bodies and the rivers: toxic river and pond sediments, the result of past industrial operations; gradual sedimentation of ponds, especially Lake Ripple; riverbank erosion; and invasive aquatic species that take advantage of warmer conditions. Related to surface water quality, some noted concern with road treatments (salt) that contaminate runoff. Many attendees were eager to prioritize strategies that address these challenges through low-impact development methods, habitat restoration, planting of street trees, and comprehensive open space planning.

### Grafton Workshop Current Strengths and Assets

Grafton has taken proactive steps to address natural hazards and climate change over recent years. Grafton's local Emergency Management Agency is quite active, and it has been involved intimately with hazard mitigation planning and leading the push for a debris management plan. Wetlands conservation has been prioritized through two full-time staff for the Conservation Commission, and the Town has worked with Mass Audubon and CMRPC to review its by-laws for alignment with LID principles. Infrastructure was considered to be a mixture of strengths and vulnerabilities, with the water and sewer systems generally thought of as strong assets, despite some concerns. Societal strengths were perceived in local governance, which is well aware of the risks of natural hazards and climate change and has worked to mitigate and adapt within the constraints of its budget. Another social strength noted was emergency communication. Environmental strengths included widespread wetlands that provide opportunities for nature-based mitigation, as well as active support in the community for continued protection of key open spaces.

Specific strengths and assets discussed at the workshop included:

### Infrastructure (and Facility) Strengths

- Stormwater drainage assets that generally perform adequately for current needs, but which will need improvement for the future
- Extensive roadway network usable for evacuation and emergency response however, some routes pass through flood-prone locations
- Extensive water and sewer systems that provide services to a large majority of residents and businesses and that generally have sufficient capacity for continued growth (these are, however, also vulnerable to hazards)
- Dams that help manage moderate flood risks (some also present a dam failure risk in extreme scenarios)
- Emergency communications sites that perform well, but may be vulnerable to storms
- Generators in place at many key municipal facilities, most recently at the sewer treatment plant

### Societal Strengths

- Local leadership that has demonstrated its commitment to mitigating and adapting to changing natural hazards and its support for emergency preparedness
- By-laws, regulations and policies that generally support climate adaptation and mitigation through habitat preservation and by allowing relatively low-impact development
- Strong and fairly well-equipped public safety organizations that are key participants in natural hazard mitigation and preparedness planning; on-call staffing has been a

- challenge for the Fire Department, however; there are also strong mutual aid relationships in place with neighboring communities
- Strong social services, including the Senior Center, community-based organizations and faith-based institutions
- Public emergency communications through Code Red

### **Environmental Strengths**

- Relatively numerous parks and other conservation and recreation lands, including the Deering Wildlife Management Areas, trails at the Tufts Veterinary School, several Grafton Land Trust properties, and Town parks
- The presence of large wetlands that can help mitigate flooding, and a strong Conservation Commission backed by local by-laws to protect these areas (wetlands can also be vulnerabilities, however)
- The Grafton Land Trust, which works closely with the Town and private landowners to conserve key sites



### Grafton Workshop Top Recommendations to Improve Resilience

Prioritization of recommendations was achieved through four steps: 1) informal discussion at each breakout table during the workshop; 2) voting using stickers placed on the participant's table's CRB matrix (each attendee was given five stickers to select his/her top priority actions, with at least one sticker required to be used for each general topic area); 3) report-back from each table to the full audience to discuss and discern consensus priorities; and 4) final review and reconciliation of duplicates at a post-workshop Grafton core team meeting.

For infrastructure, the top recommendations involved major upgrades to aging systems such as stormwater drainage, water supply, dams and public facilities to improve resilience to projected hazards. On the environmental side, land acquisition for conservation was a top recommendation, as was action to address invasive species and toxic river sediments. On the societal topic, there was a strong call for action to help seniors – those living at home as well as those in senior housing complexes – to better prepare and respond to disaster events. Improvements to shelter capacity were also prioritized.

Specifically, the actions recommended at the workshop were:

General Topic	Specific Topic	Action(s)	Priority
Environmental	Protected Open Space	Acquire or otherwise conserve priority undeveloped properties; educate residents about the benefits of open space protection; continue to work with partners such as DCR and the Grafton Land Trust	High
Environmental	Lakes and Ponds	Remove invasives and sediment contaminants; maintain dams; dredge as needed (Lake Ripple); manage beaver population	High
Environmental	Low Impact Development	Promote LID through Town projects and policies	High
Infrastructural Drainage/Stormwater		Inventory and prioritize assets for upgrade; conduct hydrological studies where needed; replace drainage structures as needed to manage higher future flows; use green techniques where possible; clean catchbasins more; trouble spots include Folette Street, Stowe Road, Wesson Road, and George Hill Road, among many others	High

Infrastructural	Water Supply and Distribution Network	Maintain groundwater level in Fisherville Dam area to prevent contamination at Ferry Street wells; plan for assistance to residents outside water districts during drought; consider water system expansion, esp. in NE part of town, using grant funding (possibly MassWorks); develop drought plan; coordinate standards and actions between the two districts; evaluate resilience of major assets	High
Infrastructural	Emergency Communications Towers	Upgrade copper wire at towers to wireless/fiber; Potter Hill site is susceptible to severe winds	High
Infrastructural	School Buildings	Address flat roofs regarding snow load; access to South Grafton ES from parrts of the neighborhood is at some flood risk, consider improving/relocating in long term	High
Infrastructural	Dams	Coordinate with and clarify ownership to foster dam maintenance; consider removal where possible; continue to maintain and improve Town-owned dams (Lake Ripple, Silver Lake)	High
Societal	Shelter Capacity	Formalize shelter agreement and plan with School District to allow High School to officially serve as 2nd shelter in addition to Senior Center	High
Societal	Senior Population At-Large	Develop evacuation plan tailored to seniors, many of whom are disabled or don't drive - coordinate with WRTA and schools for buses; consider a generator program to enable seniors to shelter in place; develop program for outreach and "life safer" registry	High
Societal	Senior Housing Communities	Coordinate with senior housing operators (incl. Housing Authority) on evacuation plans and outreach/education; facilities include Green Acres/Zgonis Drive, Maxwell Drive, Forest Lane and others	High

Societal	Fire Department	Consider options for expanding/professionalizing the largely on-call department; upgrade equipment and apparatus	High
Societal	Planning and Zoning	Review and revise zoning to help with resilience; incorporate climate into strategic plans	High
Environmental	Road Treatment Methods	Review alternatives to salt treatment	Medium
Infrastructural	Roads and Bridges	Maintain and make more resilient throughout town; review bridges; adjust evacuation routes to avoid flood areas where possible, or improve drainage along roadways; upgrade Route 122a bridge over Blackstone River; also see Drainage/Stormwater item for some specific trouble areas	Medium
Societal	Social Service Facilities	Coordinate with service facilities including group home operators on evacuation plans; facilities include DYS, DMH and Job Corps	Medium
Societal	South Grafton villages	Focus mitigation/adaptation efforts in these designated Environmental Justice areas	Medium
Societal	Code Red	Outreach to add users	Medium
Societal	Debris Management	Develop debris management plan	Medium
Environmental	Open Space and Recreation Plan	Update plan	Low
Environmental	Tufts Veterinary School Lands	Coordinate with Tufts to continue public access to trails	Low
Environmental	Riverbank Erosion	Plan and implement program to stabilize and restore eroded riverbanks; prevent future erosion through buffers; known areas of concern are found at Depot Street and Mill Street	Low
Environmental	Invasive Species	Develop and implement a plan to reduce invasive and pest species' impacts to aquatic and land habitats, including wetlands and forests	Low

Environmental	Street Trees	Update existing tree inventory; maintain and plant new trees in conjunction with public education program; coordinate with National Grid	Low
Environmental	Wetlands	Review wetlands protection by-law with regard to climate concerns; inventory and prioritize wetlands for conservation	Low
Infrastructural	Propane Terminal	Coordinate with owner on evacuation plans; install warning sirens	Low
Infrastructural	Railroads	Coordinate with the railroads (CSX/MBTA, Grafton & Upton, and Providence & Worcester) on right-of way maintenance to prevent wildfires and on hazardous cargoes	Low
Infrastructural	Fire Stations	Assess vulnerability of access to stations 2 and 3, which are adjacent to flood zones	Low
Infrastructural	Electrical Grid	Continue and expand tree-trimming operations in conjunction with National Grid; develop long-term plan to put wires underground	Low
Infrastructural	Wastewater System	Assess resilience of key assets (treatment plant, pumps); consider options for expanding coverage to cover outlying areas now served by private septic systems	Low

### Grafton Workshop CRB Workshop Participants

Organization	Name	Attended?
Blackstone River Watershed Association	Ted Beauvais	*
Board of Health	Phil Ledger	
Board of Health	Nancy Connors	
Board of Selectmen	Jennifer Thomas	*
Board of Selectmen	Brook Padgett	
Board of Selectmen	Bruce Spinney	
Board of Selectmen	Craig Dauphinais	
Board of Selectmen	Sargon Hanna	
Board of Selectmen's Office	Nicole Larson	
Building Department	Robert Berger	
Building Department	Thomas Frederico	*
Building Department	Kevin Gallagher	i
CMRPC	Leah Stanley	*
CMRPC	Hailey Firmin	*
CMRPC Moderators/Presenters	Trish Settles	*
CMRPC Moderators/Presenters	Andrew Loew	*
CMRPC Moderators/Presenters	Derrick Mathieu	*
CMRPC Moderators/Presenters	Hoamy Tran	*
CMRPC Moderators/Presenters	Adam Menard	*
Conservation Commission	Sandra Brock	*
Conservation Commission	Scott Conway	*
Conservation Commission	Alicia Bergeron	·
Conservation Commission	Nate Jaffer	
Conservation Commission	Patrick Huegel	i
Conservation Department	Leah Cameron	*
Conservation Department	Maria Mast	*
Council on Aging	Barbara Connelly	*
Department of Public Works	Brian Szczurko	
Department of Public Works	Paul Cournoyer	*
Department of Public Works	Chris Caron	İ
EOEEA DCS	Melissa Cryan	*
Fire Department	Steve Charest	*
Fire Department	Cheryl Barker	
Fire Department	Michael Gauthier	
Grafton Emergency Management Agency	Nick Child	*
Grafton High School (scribe)	Hima Shapally	*

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Grafton High School (scribe)	Emma Kelly	*
Grafton High School (scribe)	Mikayla Manion	*
Grafton High School (scribe)	Yashvi Gupta	*
Mass Audubon	Stefanie Covino	*
Medical Reserve Corps	Lindsey Fox	
Parks and Cemeteries Department	Philip Johnson	
Planning Board	Dave Robbins	*
Planning Board	Sharon Tidman	
Planning Department	Joe Laydon	*
Planning Department	Rachel Benson	*
Planning Department	Natalia Alward	
Police Department	Normand Crepeau Jr	*
Police Department	Marriane DeVries	
Recreation Department	Jenny Andersen	
Town Administrator	Tim McInerney	*
Town Administrator's Office	Cindy Ide	
Town Administrator's Office	Rebecca Meekins	
Tufts Veterinary School	Jean Poteete	*

### Grafton Workshop Project Team

### **Project Team**

The following individuals were directly involved in planning and conducting Grafton's workshop.

Organization	Name	Role
CMRPC	Hoamy Tran	Facilitator/Presenter
CMRPC	Andrew Loew	Facilitator/Presenter
CMRPC	Derrick Mathieu	Facilitator/Presenter
CMRPC	Adam Menard	Facilitator/Presenter
CMRPC	Trish Settles	Lead Facilitator/Presenter
Grafton (Conservation)	Maria Mast	Local Lead/Core Team
Grafton (Emergency Management)	Nick Child	Core Team
Grafton (Planning)	Joe Laydon	Core Team
Grafton (Health)	Phil Ledger	Core Team
Grafton (Planning)	Rachel Benson	Core Team
Grafton (DPW)	Paul Cournoyer	Core Team
Grafton (Conservation)	Leah Cameron	Core Team
Mass Audubon	Stefanie Covino	Presenter



Grafton Municipal Center, 30 Providence Road

CKRPC

## Municipal Vulnerability Preparedness (MVP) Program Overview

- Mass. Exec. Office of Energy and Environmental Affairs program
- MVP grant program provides support for communities to begin the process of planning for climate resiliency
- MVP Community and are eligible for follow-up grant funding and other Communities who complete the program become certified as an opportunities to assist in implementing strategies
- Conservancy and National Oceanic and Atmospheric Administration (NOAA) Based on Community Resilience Building model developed by the Nature
- 71 communities received MVP planning grant funds in 2017
- 1 of only 2 regional efforts (Grafton with Northbridge and Millbury)



# **MVP Program Objectives**

- Define extreme weather, natural and climate-related hazards
- Identify existing and future vulnerabilities and strengths
- Develop and prioritize actions for the community and broader stakeholder networks
- Identify opportunities for the community to advance actions to reduce risks and build resilience

# State and local partnership to build resiliency to climate change

5. Take Action and prioritize 4. Develop assessment of vulnerabilities 3. Complete 2. Identify CC impacts and hazards



### **MVP Process**

### Project Team

- Community-driven process, guided by a Core Team
- Grafton team leaders include staff from Conservation, Planning, Emergency Management, DPW, and Health, with input from others
- Central Mass. Regional Planning Commission (CMRPC) with Mass Audubon selected as providers to help prepare and run workshops and complete final report

### Workshops

- 4 total workshops (1 regional workshop and 1 local workshop in each of the 3 towns)
- Grafton MVP workshop held on April 25th with 30 in attendance, ranging from Town staff and board/commission members to state officials, environmental organizations, and community stakeholders such as Tufts Vet School

### Report

Final report developed to document results of the workshops and highlight topics for future grant funding; submitted to EOEEA on June 29



# Top Hazards Identified at Grafton Workshop

- Flooding (all types)
- Overall precipitation and storm intensity are projected to increase
- Wind Hazards
- Tornados, tropical storms and thunderstorms are getting more frequent and powerful
- Winter Storms/Ext. Cold
- Storms are shifting to include more sleet, freezing rain and rain
- Drought/Ext. Heat
- Seasonal droughts are becoming more common despite overall precipitation increases; many more hot days are projected







### Infrastructure

### **Priority Features**

- Stormwater management
- Roads and transportation
- Water supply systems
- Dams
- Town facilities

### Local Strengths

- Fairly extensive water, sewer systems with capacity for expansion/more
- Extensive road network
- Drainage system generally adequate for current needs
- ► Generators at many Town buildings

### Strategies

- Inventory, prioritize and upgrade drainage structures, using green techniques where viable; known trouble spots incl. Follette Street, Stowe Road, Wesson Road, and George Hill Road
- Review options for expanding water service areas; harmonize water regs in the two districts; maintain water quality at Ferry Street wells through water level controls
- Upgrade flat roofs at some schools to protect from snow loads
- Clarify dam ownership; continue to maintain and improve Town-owned dams (Lake Ripple, Silver Lake); consider removal in some cases
- Upgrade emergency communications towers to fiber/wireless



### Society

### **Priority Features**

- Vulnerable Areas & Populations
- Emergency Communications & Management
- Regulations, Plans & Policies

### Local Strengths

- Commitment to preparedness and hazard adaptation/mitigation
- Local regulations generally allow climate-smart development
- Strong emergency services (Police, Fire, DPW, GEMA, CodeRED)
- Strong social services through Town (COA, etc.), CBOs, and faith-based

### Strategies

- Enhance emergency shelter capacity through formal agreement with schools
- Engage senior population to enhance evacuation/sheltering plans and allow self-identification of high-risk seniors
- Coordinate with senior housing operators on evacuation and sheltering
- Update zoning and other by-laws to more fully incorporate climate and natural hazard concerns
- Consider changes to Fire Department staffing levels to supplement existing oncall capability; upgrade equipment/apparatus



### **Environment**

### **Priority Features**

- Land conservation opportunities
- Quality of rivers, lakes and ponds (erosion, sedimentation, contamination, and invasive species)
- Street trees
- Growth management

### Local Strengths

- Existing conservation areas and parks
- Extensive wetlands protected by strong Conservation Commission
- Partnerships with Grafton Land Trust, Tufts (trails), and State

### Strategies

- Acquire open space properties to preserve nature-based solutions to hazards; coordinate with conservation partners where possible; educate residents on benefits
- Manage aquatic invasive species; dredge waterways where needed (Lake Ripple); manage beaver population
- Update by-laws to foster low-impact development



### Next Steps

- **EOEEA** review and acceptance of final report
- Grafton receives "MVP Community" designation
- MVP Action Grants expected to be available in Fall 2018
- Annual MVP maintenance report
- Ensure that resilience is a community priority by incorporating MVP results into comprehensive planning processes, grant applications, budgets, and policies



# Thank You

Contact Us for More Information

Grafton: Maria Mast, mastm@grafton-ma.gov

Joe Laydon, laydonj@grafton-ma.gov

CMRPC: Andrew Loew, aloew@cmrpc.org

Derrick Mathieu, dmathieu@cmrpc.org

Grafton-Millbury-Northbridge MVP Summary of Findings Report

www.cmrpc.org/?????????????



Board of Selectmen Town of Grafton 30 Providence Road Grafton, MA 01519

Re: Mill Villages Advisory Committee



### Dear Selectboard:

Please accept this letter as my resignation from the Mill Villages Advisory Committee, effective immediately. I have enjoyed my time on this committee, and look forward to seeing what more they are able to accomplish.

Thank you.

Ruth Anderson
30 Elmwood Street

South Grafton, MA 01560

### ANIMAL CONTROL, INTERMUNICIPAL AGREEMENT

Per the Boards request, discussions were to continue with Gene Ploss present. Gene will be in attendance.

This is an agreement for Animal Control services shared between the Town's of Grafton, Shrewsbury and Westboro.

Gene Ploss has been the Town's Dog Officer for over 20 years. He saved the town a lot of money over the years. However, it is time for the town to consider a more regional approach to this service.

There is a lot of liability associated with the laws regarding animal control and dog officers. We need to have a service that is reliable and that can meet the needs and the requirements of the law.

Westborough and Shrewsbury currently each employ a 40 hour per week Animal Control Officer. Westborough's Animal Control Officer will serve as the Grafton Officer, and will serve as backup for Shrewsbury. If Westborough's ACO is unavailable, Shrewsbury will serve as Grafton's ACO. There will be a procedure manual that is distributed to dispatch and admin of each town.

Based upon the billing breakout, Grafton will be charged 38% of the Animal Control Salary, 10% Administrative Fee, 38% of Animal Control related expenses each quarter and 38% of expenses incurred by Westborough for employee benefits. This comes to about \$20,000 per year.

We were only spending about \$8k per year with Gene, but again, there is a liability associated with that approach. This will allow for us to follow protocol, shelter dogs, kennel dogs, quarantine, etc. A lot of which we were not doing, or Gene was trying to do in his home. This agreement has been approved by Westborough's BOS and will be signed by Shrewsbury's BOS on the 26<sup>th</sup>.

### **MOTION:**

I move the Board vote to sign the Inter Municipal Agreement for Animal Control Services with the Town's of Shrewsbury and Westborough.

### INTERMUNICIPAL AGREEMENT ANIMAL CONTROL/ANIMAL INSPECTOR SERVICES

WHEREAS, Shrewsbury, Grafton and Westborough are required under the laws of the Commonwealth to employ an Animal Control Officer and Animal Inspector; and

WHEREAS, Westborough and Shrewsbury currently each employ a 40 hour per week Animal Control Officer/Animal Inspector but are in need of back-up Animal Control Officer/Animal Inspector services every other weekend and on an as needed basis; and

WHEREAS, Grafton currently employs an Animal Inspector and is interested in contracting the Town of Westborough for Animal Control Officer services; and

WHEREAS, Shrewsbury, Grafton and Westborough are desirous of making the most efficient use of community resources while maintaining sound community services.

NOW THERFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and the mutual promises set forth below, the Parties agree as follows:

ANIMAL CONTROL OFFICER/ANIMAL INSPECTOR: The Westborough Animal Control Officer/Animal Inspector (hereinafter "ACO") will continue to serve in this capacity for the Town of Westborough and will serve as the Animal Control Officer for the Town of Grafton. The Westborough ACO will also provide services to Shrewsbury on alternating weekends and when the Shrewsbury ACO is on vacation or is otherwise unavailable (hereinafter referred to as "Back-up Services"). The Shrewsbury ACO will also provide Back-up Services to Westborough and Grafton on alternating weekends and when the Westborough ACO is on vacation or is otherwise unavailable.

Back-up Services shall only include emergency/extraordinary matters which require an immediate response prior to the return of the respective Town's ACO. Each Town's Police

Department (or other department if appropriate) will endeavor to resolve non-emergency and ordinary matters during these time periods without calling for Back-up Services.

OPERATIONS: The ordinary supervision of the Shrewsbury and Westborough ACOs will be provided by the Police Chief and Town Manager of their respective towns. Operational supervision of the Shrewsbury and Westborough ACOs will be provided by the Police Chief of the Town where said services are being rendered.

- a. The Westborough and Shrewsbury ACO will provide the other ACO at least seven (7) days' notice prior to taking a vacation that will last more than two (2) consecutive days.
- b. The Westborough and Shrewsbury ACO will notify the other ACO as soon as possible when he/she will be unavailable for up to two (2) days and or out unexpectedly.
- c. The Shrewsbury ACO will receive Westborough and Grafton calls from the Westborough Public Safety Dispatch center and will provide information related to calls to the Westborough Public Safety Dispatch center to be logged and submitted to the Westborough ACO.
- d. Back-up Services will be requested by the respective Town's Public Safety
  Dispatch Center. The responding ACO will then provide information regarding
  call response to the Public Safety Dispatch center in the Town in which the call
  occurred. For Back-up Services dispatched to Grafton, call response information
  shall be provided to the Westborough Public Safety Dispatch Center.
- e. The Shrewsbury and Westborough ACO shall make any and all operational reports to their supervisors and the Police Chief of the Town where said services were rendered.
- f. Grafton residents will be directed, through the Town of Grafton's website and other means, to contact the Westborough Public Safety Dispatch Center with all ACO related calls.
- g. Response to Grafton calls shall include, but not be limited to: necessary catching of dogs, housing of dogs, inspection of kennels, follow-up on incidents to the Town Administrator's Office, attendance at any dog hearings if required, and any other applicable action allowed under G.L. c.140, §§136A-174E, or otherwise requested by the Chief of Police.

#### **BUDGET**:

a. Westborough shall bill Grafton on a quarterly basis including charges for the following:

38% of Animal Control Salary

10% Administrative Fee38% of Animal Control related expenses incurred each quarter38% of expenses incurred by Westborough for employee benefits

b. Grafton shall pay all kenneling fees directly to the kennel vendor(s).

EMPLOYMENT: While engaged in performing services in the Town of Westborough or Grafton under this Agreement, the Shrewsbury ACO shall be deemed to be engaged in the service and employment of the Town of Shrewsbury, notwithstanding that such service activity or undertaking is being performed in or for Westborough or Grafton. While engaged in performing services in the Town of Shrewsbury or Grafton under this Agreement, the Westborough ACO shall be deemed to be engaged in the service and employment of the Town of Westborough, notwithstanding that such service activity or undertaking is being performed in or for Shrewsbury or Grafton.

Each party shall maintain appropriate workers compensation insurance and general liability insurance to cover the Animal Control Officer/Animal Inspector while the Animal Control Officer/Animal Inspector is performing his/her duties in the respective Town.

TERM: This Agreement shall take effect upon ratification by the respective Boards of Selectmen. This Agreement shall be effective from July 1, 2018 through June 30, 2019, and may be extended by mutual agreement of the parties for successive one (1) year terms commencing on July 1, 2019, but in no event may the term of this Agreement exceed twenty-five (25) years.

DEFAULT: Any Party may terminate this Agreement upon the provision at least thirty (30) days prior written notice to the other Parties. Such notice and termination shall be made following a vote of the Board of Selectmen of the terminating Party. Such notice shall state the effective date of termination. Upon such termination, each Party shall be solely responsible for the provision of ACO/Animal Inspector for the benefit of that Town. On such termination, Westborough and Shrewsbury shall be entitled to compensation for all services provided through the effective termination date.

#### MISCELLANEOUS:

- 1. If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
- All amendments or changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Parties. Any such amendments or changes shall be in writing and signed by the officials with authority to bind the respective Towns.
- 3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

- 4. This Agreement shall not be assigned or transferred by any Party without the express written consent of the other Parties given with the same formalities as are required for the execution of this Agreement.
- 5. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior Agreements and understandings related to the subject matter.
- 6. Governing Law: This Agreement shall be governed in accordance with the Laws of the Commonwealth of Massachusetts and any dispute hereunder shall be directed to a court of competent jurisdiction in Middlesex or Worcester County.

RIGHTS AND INDEMNITIES: By entering into this Agreement, the Parties have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. The Towns of Westborough, Shrewsbury and Grafton are the sole and exclusive beneficiaries of this Agreement. No third party rights, express or implied, are created. The provisions of this paragraph shall survive termination of the Agreement.

THIS AGREEMENT entered into on the day first above written by:

Town of Grafton  By vote dated  BY its Board of Selectmen	Town of Shrewsbury By vote dated BY its Board of Selectmen
Town of Westborough By vote dated	
By its Board of Selectmen	SAM _
lugh Emery	Jan P. l

# RESIGNATION: RUTH ANDERSON, MILL VILLAGES ADVISORY COMMITTEE

We received a letter of resignation from Ruth Anderson effective immediately.

Following acceptance, there will be one open seat.

#### **MOTION:**

I move the Board vote to accept the resignation of Ruth Anderson from the Mill Villages Advisory Committee and send a letter of thanks.

RECEIVED

JUL 0 5 2018

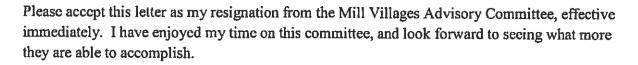
GRAFTON, MA

Board of Selectmen Town of Grafton 30 Providence Road Grafton, MA 01519

Dear Selectboard:

Re:

# Mill Villages Advisory Committee



Thank you.

Ruth Anderson 30 Elmwood Street

South Grafton, MA 01560

#### **TOWN ADMINISTRATOR: APPOINTMENTS (Parks & Cemeteries)**

As you are aware, on July 6, 2018, Parks & Cemeteries Superintendent Phil Johnson retired after 30+ years in Grafton. Applications for this position were received and interviews conducted by Paul Cournoyer and Rebecca Meekins. It was the recommendation of Paul and Becca to appoint Daryl Roberts to the position of Superintendent.

#### **MOTION:**

I move the Board vote to affirm the recommendation of the Town Administrator to appoint Daryl Roberts as the Parks & Cemeteries Superintendent.

#### Town of Grafton

#### Department of Public Works

PAUL F. COURNOYER

Director

30 Providence Road

Grafton, MA 01519

Phone: (508) 839.5335

controlop@grafton-ma.gov

# Memo

To: Tim McInerney

From: Paul Cournoyer

CC: Rebecca Meekins

**Date:** 2 July 2018

Re: Daryl Roberts

I would respectfully request the promotion of Daryl Roberts to the position of Superintendent of Parks and Cemeteries.

Daryl has been a dedicated and dependable employee for more than twelve years. His knowledge of department infrastructure, policies and procedures along with seasonal needs make him the ideal choice to lead the department.

Thank you for your attention in this matter and if you have any questions or concerns please feel free to contact me.



# OFFICE OF THE TOWN ADMINISTRATOR

30 Providence Road Grafton, MA 01519 (508) 839-5335

Town Administrator: Timothy P. McInerney mcinerneyt@grafton-ma.gov www.grafton-ma.gov

CRAFTON MA

2010 JUN -6 AMII: 17

# VACANCY Superintendent – Parks & Cemeteries



Full time position under the supervision of the Director of Public Works. Responsible for the supervision of 2 full time laborers and several seasonal and part-time laborers. Duties related to the care and maintenance of all cemetery and parks operations.

Responsible for the maintenance of the Town's parks, monuments, common areas, and cemetery grounds including but not limited to mowing, weed whacking, hedge and tree trimming and pruning, leaf collection, trash collection, fertilizing/over seeding, irrigation system repairs to common areas and parks and integrated pest management.

Participates in the department's snow removal program on Town roads and cemeteries. Operates a variety of department equipment in support of maintenance operations. Enforces cemetery rules and regulations. Participates in cemetery operations including but not limited to digging and pouring footings for grave markers repairing fences etc. Answers department telephone and takes detailed messages. Responsible for reviewing and submitting payroll for employees, managing personnel files for employees and scheduling of part-time and seasonal workers. Assists DPW Director in department budget preparation. Works closely with funeral Directors to manage funeral operations. Responsible for selling and tracking grave sites throughout town.

Class D Massachusetts Motor Vehicle Operator's license. Must obtain a pesticide application certification within 90 days of appointment.

Salary DOQ.

Please submit a cover letter and resume to the Office of the Town Administrator, 30 Providence Road, Grafton, MA 01519 Attn. Rebecca Meekins, or by email at <a href="mailto:meekins:@grafton-ma.gov">meekins:@grafton-ma.gov</a>. Applications accepted until Friday June 22, 2018 at 4pm.

The Town of Grafton is an AA/EEO employer

June 21, 2018

Dear Ms. Meekins,

I would like to formally submit my application for the Superintendent position in the Grafton Parks and Cemetery Division of the Department of Public Works. The position is one of great responsibility and I feel that with my years of experience I can be a real asset to not only the department, but the town. I am a life long resident of Grafton and have had the pleasure of working for the town the past 12 years.

My goal is to exceed the high expectations we all have for our parks and cemeteries. Additionally, I can help improve other areas of the town. I welcome the opportunity to discuss my application and the future of the department with you. Please contact me at your earliest convenience.

Sincerely,

Daryl Roberts

Varyl Ale

189 Main St.

South Grafton, MA 01560

#### **Daryl Roberts**

189 Main St. South Grafton, MA 01560

#### Objective

Advancing my career with the Town of Grafton's Department of Public Works, while upholding the highest standards expected of the Cemetery and Parks division.

#### Summary

Highly motivated and enthusiastic professional with experience in all aspects of property and personnel management. Dedicated to the town and the impression of excellence in both aesthetics and functionality of Grafton's parks and cemeteries. Skilled in turf management and implementation of coordinated labor efforts. Great communicator, strong work ethic, and self starter.

#### Experience and Education

•Town of Grafton | Light Truck Driver

8/7/06 - Current

- Maintenance and upgrading of all town owned cemeteries and parks. Effectively coordinate labor resources and time management efficiency.
- •Communicate between town departments and town youth groups. Cooperate with the Recreation department as well as Grafton Little League, Youth Football, and Soccer Club.
- •Foster a professional and compassionate representation for the town of Grafton in funeral operations.
- •Designed a new turf maintenance program to highlight turf functionality and minimal environmental impact.
- •Coordinated over 1,000 burials in town owned cemeteries. Planned and implemented expansions in Fairview, Riverside, and Pinegrove cemeteries.
- Automated Data Processing | Courier

2004 - 2006

- Delivered confidential information to hundreds of clients in the Worcester area.
- Grafton High School

Graduated Class of 2004

#### •Skills

- •Irrigation Competent in repair, maintenance, and winterizing of Rainbird and Hunter Systems.
- •Integrated Pest Management Correctly identifying nuisances and pests and controlling the spread of invasive species without environmental impact.
- •Plotting Cemetery Layout Conserving space to accommodate the town needs for future burial operations.

- •Communication Being compassionate to families during the grieving process while still enforcing cemetery rules and regulations. Creating an avenue of community outreach to discuss problems and solutions in a professional and productive manner.
- •Planning Facilitate events, properties, and departments to help represent the town positively.
- •Snow Removal Ensure town roads and cemeteries are cleared and safe for passage.
- •Certification MA State Certified Pesticide Applicator and MA State Hoisting Engineering License 4A.



#### Office of the Recreation Department

30 Providence Road, Grafton, MA 01519 Recreation Director: Jen Andersen

Phone: 508-839-5335 x1158 | E-mail: andersenj@grafton-ma.gov

www.GraftonRec.com

June 20, 2018

Ms. Rebecca Meekins Assistant Town Administrator Town of Grafton 30 Providence Rd. Grafton, MA 01519

Dear Ms. Meekins,

I am writing on behalf of Daryl Roberts regarding the position of Parks and Cemetery Superintendent. I've had the pleasure of working with Daryl over the last three years in my role as Recreation Director for the Town of Grafton.

Daryl shows great care in his work and has a pleasant nature and positive attitude, which I can imagine could be difficult for most people in a cemetery environment.

Although I cannot speak on behalf of the cemetery side of his duties in his current position in the Parks and Cemetery Department, I have worked in conjunction with him on the Parks side and he has always gone above and beyond my expectations while responding quickly to my inquiries and my requests for assistance involving the parks, playgrounds, town beach, and town events.

I also know that this position requires a high interaction with the public, maintaining composure in emotional and stressful situations, the enforcement of policies and procedures, timely responses, patience, and professionalism, all of which Daryl exhibits.

With his abilities, adaptability, and dedication, I have no doubt Daryl would be a valuable asset to the Town as Parks and Cemetery Superintendent. Please do not hesitate to contact me any time with questions or for additional information. You may reach me by phone at 508-839-5335 x1158 or e-mail at andersenj@grafton-ma.gov.

Sincerely,

Jenny R. Andersen



#### **TOWN OF GRAFTON**

Grafton Memorial Municipal Center
Cemetery Division
30 PROVIDENCE ROAD
GRAFTON, MA 01519
TEL.-508-839-8522 FAX-508-839-4602

To Ms . Meekins,

I would like to give my input in your search for the next Superintendant of the cemetery and parks. Daryl Roberts has worked 12 years for me and showed initiative very early in his career with the town. He has always been enthusiastic as well as having a great work ethic. He excelled in learning the intricacies of the cemeteries. It allowed me to go on vacations without concern for the day to day operations in both the cemeteries and the parks. He took over our digital records for the cemeteries and is in charge of maintaining them.

Daryl is able to maintain the parks and has a lot of experience dealing with turf maintenance and irrigation systems. He has supervised projects in the parks such as playground equipment installation and mulching playgrounds.

One of his best qualities is his ability to communicate with others. He has a professional way of dealing with grieving families as well as citizens in the parks. He is a great representative of the department and I hope he continues with the department for many years to come.

1 ml homen

Superintendant of Cemeteries and Parks,

Phil Johnson

#### **TOWN ADMINISTRATOR APPOINTMENT – (Building Department)**

Over the past several weeks, Bob Berger and Rebecca Meekins conducted interviews for an Office Manager in the Building Department. This position has been vacant since Jim Callaghan resigned. Based on the recommendation of Bob Berger and Rebecca Meekins, the candidate best suited for the position is Michael Barbato.

#### **MOTION:**

I move the Board vote to affirm the recommendation of the Town Administrator to appointment Michael Barbato as Building Department Office Manager.



#### OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road
Grafton, Massachusetts 01519
Phone: (508) 839-5335 ext 1190 \* FAX: (508) 839-4602
Inspector of Buildings: Robert S. Berger C.B.O.
bergerr@grafton-ma.gov
www.grafton-ma.gov

#### **MEMO**

DATE:

Friday, June 22, 2018

TO:

Timothy P. McInerney, Town Administrator

FROM:

Robert Berger, Inspector of Buildings

RE:

Administrative Assistant / Office Manager Building Department

My recommendation is that Michael Barbato be appointed as the Office Manager to the Building Department. In my opinion Michael would prove to be a valuable asset in this position. Michael is the best candidate for this position as you can see in his employment application.

Rebecca Meekins and I have interviewed in the past couple of weeks several candidates.

If you have any questions or concerns please feel free to contact me at ext. 1140.

#### SUMMARY

Purchasing assistant with extensive experience in the healthcare industry. Direct support of department manager, all healthcare providers, and all other departments, within the home office and regional offices, nationwide. Highly recognized talent in handling day to day operations, with a proven ability to provide exceptional internal and external customer service. Skilled in time and space management, shipping and receiving, and maintenance of all courier operating systems databases. Also responsible for all incoming, and outgoing sorting and distribution of mail. Constantly exhibits proven capability to collaborate with all organizational levels, which resulted in employee excellence nominations, provider accolades, and practice director acknowledgements.

#### **EXPERIENCE**

#### **HEALTHDRIVE CORPORATION**- Wellesley, MA – (2011-Present)

#### **Purchasing Assistant**

- Implemented the streamlining of sterilization process for autoclave equipment which saved the company six thousand dollars a year.
- Revised and overhauled the inventory control and storage of all provider and office supplies, which thereafter saved valuable time and effort in fulfilling supply and equipment orders.
- Coordinated and performed department relocation of all equipment, supplies, shelving, racks and furniture, without disrupting the day to day operations of the department, two times in four years.
- Effectively handled the increase in volume of USPS mail from remote offices, as well as courier shipping and receiving of equipment, therefore positively impacting the budget bottom line.

#### **INTERNATIONAL DATA GROUP**-Framingham, MA - (1998-2010)

#### Office Services Specialist - IDG Enterprises - (2005-2010)

Successfully collaborated and independently executed daily operations for 12 business units' campus wide. Actively governed support for remote sales and editorial offices across the domestic U.S. and Puerto Rico.

- Improved dependability of USPS mail pickup, sorting, and delivery, including courier shipping and receiving by streamlining procedures, resulting in lowering budget expenses.
- Expedited the upgrade of working conditions involving department relocation and office moves, with minimal impact to productivity and personnel.
- Boosted reliability by maintaining copier, UPS, FedEx, and USPS equipment and databases along with providing better control and upkeep of warehouse inventory materials.
- Enhanced remote and home office production by aiding approval, ordering, set-up, and activation of BlackBerry devices, which significantly improved customer satisfaction.
- Effectively governed and ordered general office, break-room, courier, copier, and automated equipment supplies, dramatically cutting waste and reducing business unit costs.
- Independently produced periodic billing reports for Finance department accounts payable in a timely manner, therefore culminating compliance with the payment process schedule.

- Received the fall 2009 Employee Summit Award for outstanding job performance and acquired numerous high-five recognitions for excellent support of corresponding departments which increased staff competence.
- Recipient of Employee Excellence Award for exceptional job performance in 2007, impacting the business unit departments' ability to collaborate more effectively.

#### Senior Operations Coordinator, Executive Programs - CXO Media - (1998-2005)

Accurately administered and notably conducted the day to day logistics for fulfillment and procurement of internal sales, marketing, and editorial departments, while focused on delivering a high level of customer service.

- Accurately administered and notably conducted the day to day logistics for fulfillment and procurement of internal sales, marketing, and editorial departments, while focused on delivering a high level of customer service.
- Developed a new process for on-site shipping and receiving, decreasing shipping time and reducing event materials supply costs.
- Provided better event materials inventory control which streamlined operations and significantly cut waste and saved money.
- Improved relations with hotel and sponsor liaisons, leading to more reliability.
- Condensed operations of entire on-site event registration process, improving staff performance.
- Implemented changes in the ordering of general office supplies, leading to reduced costs.
- Accrued numerous High Five Awards for outstanding customer service, escalating job performance.

#### **EDUCATION:**

Watertown High Diploma, Watertown, MA
Worcester State College Adult Evening Classes in Business Management, Worcester, MA
Quinsigamond Community College Night Courses for Business Management, Worcester, MA
Northeastern University Continuing Education in Engineering, Boston, MA

#### COMPUTER SKILLS:

Software Applications: Outlook, Microsoft Office, Word & Excel, UPS Worldship and FedEx databases

#### VOLUNTEER:

Current Trustee, SpringHill Condo Trust, 12+yrs.- Marlboro, MA.

Current HighFields Golf Course Inner club board member, 2+yrs.- Grafton, MA.

Former President Squillani Mutual Benefit Society 12+ yrs. - Watertown, MA,

Former Chairman, Ledgewood Estates Condo Trust 6+yrs.- Grafton, MA.

Coached Youth Football Program 12 + years as Offensive and Defensive Coordinator-Hopkinton, MA

# TOWN ADMINISTRATOR APPOINTMENT Administrative Assistant, Community Preservation Committee, Part Time

Interviews were conducted by the Community Preservation Committee for the hiring of a Part Time Administrative Assistant to the Community Preservation Committee. The CPC voted unanimously to recommend the appointment of Joann Duncan.

#### **MOTION:**

I move the Board vote to affirm the recommendation of the Town Administrator to appointment Joann Duncan as a Part Time Administrative Assistant to the Community Preservation Committee.

#### Rebecca Meekins

From: John Stephens

**Sent:** Thursday, June 28, 2018 9:44 PM

To: Rebecca Meekins

Subject: CPC Vote

#### Becca-

At tonight's meeting, the CPC interviewed the only candidate applying for the part-time position of Administrative Assistant, and voted 6-0 to recommend to BOS to hire Joann Duncan, subject to any other applications received prior to the 4:30 p.m. on June 29, 2018.

Sent from my iPhone

#### Joann Attenweiler Duncan

6 Apple Ridge Lane North Grafton, MA

Motivated, people-oriented, community volunteer with strong leadership skills. Significant professional management experience as a business operations manager, project leader, and internal consultant. Highly organized, self-motivated with excellent communication skills and the ability to work individually or in a group/committee setting. Strong presentation skills, able to present to small or large groups. Proficient with Microsoft Office and Quick Books.

#### VOLUNTEER WORK EXPERIENCE

#### Good Shepherd Lutheran Church, Westborough, MA January, 2016 - Present Council Member, Treasurer

- Serve as Treasurer on a five member Church Council. Responsible for the management of \$700,000 annual budget using Quick Books.
- Work closely with staff on all expenditures and invoice payments.
- Interface with the payroll company.
- Provide monthly expense reports to Finance Committee and Church Council. Provide ad hoc reports as needed.
- · File year end reports to Church Synod and present annual results at annual Congregation Meeting.

#### Open Hearts and Minds, Kokoth Kateng, Kenya November, 2015 – Present Director

New England liaison on Open Hearts and Minds Foundation Board. Organize and implement local fundraisers. Raise awareness about the work of the foundation and the status of the Open Hearts and Minds School in Kenya.

#### Community Preservation Committee, Grafton, MA Recreation Commission Representative At Large Member

November, 2002 – May, 2006 October, 2006 -November, 2015

- Served as Treasurer, Clerk, and Vice Chair of Community Preservation Committee.
- As founding member of committee, in 2002 helped to create project guidelines based on requirements of the Community Preservation Act.
- In Treasurer role, prepared monthly financial report and submitted all payments for processing to town Accountant.
- As Clerk, prepared and filed minutes, posted meeting notices, drafted warrant articles, wrote annual report, completed state mandated filings and/or updated the DOR database.
- · At various points was responsible for maintenance of project spreadsheet, coordinated with Community Preservation Coalition, represented CPC at Finance Committee meetings and presented at Town Meeting.

#### Recreation Committee, Grafton, MA

October, 2002 – May, 2006

Provided guidance to Recreation Director; helped her to create and achieve annual goals.

 Board Chair for prepared and perishable food rescue program run by the Jewish Federation of Central Massachusetts.

#### PROFESSIONAL WORK EXPERIENCE

#### Worcester County Food Bank, Shrewsbury, MA January, 2000 – July, 2001 Food Donations Manager

- Established Second Serving Program, a prepared and perishable food rescue program. Worked
  with the development director to secure grant from Kraft Foods for initial program funding and
  UPS for purchase of refrigerated truck.
- Developed and implemented annual food solicitation plan meeting the needs of member agencies.

#### Prudential Insurance Co. of America, Newark, NJ

Director, Quality Control, Prudential Investments September, 1996 – March, 1998

- Merged three distinct quality control functions for retirement plan transaction processing into one unit for newly formed Retirement Services business unit.
- Managed 65 employees in three geographic locations.

#### **Integrated Control Manager**

April, 1995 – September, 1996

- Recruited by senior vice president of define benefit plans business unit to manage resolution of major business and control objectives.
- Developed a thorough understanding of each objective and worked with executives and management team members to ensure implementation.
- Worked effectively in a matrix reporting relationship.

#### Internal Audit, Comptroller's Department

July, 1987 - April, 1995

 Led and served as team member on audits of defined contribution, defined benefit and fixed asset plan administration as well as corporate business units.

#### **EDUCATION**

- Bachelor of Science, in Mathematics, Bucknell University, Lewisburg, PA
- Minor in American Politics

#### Joann Attenweiler Duncan 6 Apple Ridge Lane North Grafton, MA 01536

Office of the Town Administrator Attn: Rebecca Meekins 30 Providence Rd. Grafton, MA 01519

June 12, 2018

Rebecca,

Since moving to Grafton in 1999, I have been actively involved in the community primarily through service on the Recreation Commission and the Community Preservation Committee. I have also been a volunteer with Rachel's Table serving as Chair and with Good Shepherd Lutheran Church where I am currently the Treasurer.

As a member of the Community Preservation Committee for almost 13 years I developed a solid understanding of the Act as well as the mechanics of the committee and the duties that need to be accomplished on a monthly and annual basis. I have interfaced with the Community Preservation Coalition and have a firm understanding of the Department of Revenue CP-3 Database and the Act's reporting requirements.

In reviewing the job requirements for the part-time Administrative Assistant to the Community Preservation Committee I know my prior experience as a member of the Committee as well as my work experience in both the corporate and non-profit world will enable me to immediately contribute to the committee and be an effective Administrative Assistant for the Community Preservation Committee.

I	look	forward	to	hearing	from	von.

Regards,

Joann



### OFFICE OF THE TOWN ADMINISTRATOR

30 Providence Road Grafton, MA 01519 (508) 839-5335

Town Administrator: Timothy P. McInerney mcinerneyt@grafton-ma.gov

www.grafton-ma.gov

GRAFTON, MA

2018 JUN - 7 PM 3: 14

A

# VACANCY Part-Time Community Preservation Committee Administrative Assistant

The Town of Grafton is seeking to fill a part-time administrative assistant position to work at the direction of the Community Preservation Committee for a maximum of 19 hours per week. The CPC Administrative Assistant will perform a variety of duties as requested by the Committee on an asneeded basis. These include but are not limited to: updating the CPC plan, updating the CPC website, preparing invoices for payment, completion of the annual report, attendance at CPC meetings, preparation of warrant articles, and other administrative duties as requested by the Committee. Ideal candidate will have some experience working with a Community Preservation Committee and must be well versed in the Community Preservation Act and the annual state filing requirements. Salary range is \$25-\$30 per hour, DOQ.

Please submit a cover letter and resume to the Office of the Town Administrator, 30 Providence Road, Grafton, MA 01519 Attn. Rebecca Meekins, or by email at <a href="mailto:meekinsn@grafton-ma.gov">meekinsn@grafton-ma.gov</a>. Applications accepted until Friday June 22, 2018 at 4pm.

The Town of Grafton is an AA/EEO employer

#### **UNCLASSIFIED TRANSFER REQUEST**

The Board will be asked to review a transfer request. Per the 2016 Municipal Modernization Act, MGL C. 44, Sec. 33B was amended to allow Boards of Selectmen, with the concurrence of Finance Committees, to transfer funds within that fiscal year's budget, not to exceed 3% of the annual budget of the department from or with which the transfer is made. This transfer request must be made within the first 15 days of the new fiscal year to apply to the previous fiscal year.

The Board will be asked to approve the requested transfer as submitted.

#### **MOTION:**

I move the Board vote to authorize the transfer as requested in the memo dated July 9, 2018.

# **TOWN OF GRAFTON**

# FISCAL YEAR END TRANSFER REQUEST

REQUEST IS HEREBY MADE FOR THE FOLLOWING TRANSFERS BETWEEN DEPARTMENTAL APPROPRIATIONS IN ACCORDANCE WITH CHAPTER 44, SECTION 33B (NON-EXPIRING), OF THE MASSACHUSETTS GENERAL LAWS:

TRANSFER FROM ACCOUNT NAME	TRANSFER FROM ACCOUNT #	TRANSFER TO ACCOUNT NAME	TRANSFER TO ACCOUNT NUMBER	AMOUNT
Highway - Public Works Services	1.420.2.5380	Group Health Insurance	1.195.1.5173	\$ 34,000
Police - Wages Permanent Personnel	1.210.1.5114	Medicare/FICA	1.195.1.5171	\$ 15,000
Fire - Training	1.220.1.5145	Medicare/FICA	1.195.1.5171	\$ 21,000
Selectmen - Personnel	1.122.1.5112	Group Health Insurance	1.195.1.5173	\$ 4,500
Treasurer/Collector - Administrative Personnel	1.145.1.5113	Group Health Insurance	1.195.1.5173	\$ 4,500
Treasurer/Collector - Administrative Personnel	1.145.1.5113	Medicare/FICA	1.195.1.5171	\$ 1,000
Memorial Day Expenses	1.195.2.5441	Medicaid Claim Processing	1.195.2.6104	\$ 1,600
Sealer of Weights & Measures-Dues & Memberships	1.244.2.5730	Sealer of Weights & Measures- Department Head	1.244.1.5112	\$ 11
Interest-Long Term Debt	1.750.2.59150	Principal-Long Term Debt	1.710.2.59100	\$ 125,000
, I				
TOTAL				\$ 206,611

Date Committee Chair	Date	Selectmen Chair
Signature of Finance Committee Chair		Signature of Board of Selectmen Chair

# One Day Beer & Wine Permit: Cummings School of Veterinary Medicine at Tufts University

#### **MOTION:**

I MOVE the Board vote to approve the One Day Beer and Wine License for July 20<sup>th</sup> and August 10<sup>th</sup>, 2018 for the Cummings School Of Veterinary Medicine; Tufts University.

#### **NOTES:**

There will be a gathering at the campus for departments to come together socially for a few hours on the two evenings requested. Prior to these events, Tufts has had 13 One Day Beer and Wine Licenses granted in 2018. The ABCC allows a maximum of 30 per year.

Cummings School of Veterinary Medicine at Tufts	University
Department of Biomedical Sciences	

Company Name:

DATE: June 13, 2018

Application for and/or renewal of Town Licenses. I with your payment.	Please complete both sides and return to the Board of Selectmen
** The Board of Selectmen meet on the first and renewal is not received and processed by Noon or Tuesday, your request will be delayed until the n	third Tuesday of every mouth. If your application and/or a Wednesday prior to the Selectmen's meeting on said ext scheduled meeting.
SPECIAL NOTICE. If you use scales or measures, Weights and Measures in accordance with Chapter 9	you must have these devices tested annually by the Scaler of DB of the Massachusetta General Laws.
(1) Summer Get Together – Department of Blomedi (2) Summer Get Together – Department (2) Summer	cal Sciences 4-6 PM (2) Lawn Outside Peabody Pavilion Location of Function
	d()/Original() license as indicated by (X), for which the
( ) Garage Class (\$100)	( ) Music (\$10)
Peddler (\$25,00)	LT 1 Cinning Vicinia Hair (Copy "
Pool Room, tables at (\$25) such	(A. Impolder (225)
	(X) One Designation (423)
(). Auctioneer (\$25)	(X) One Day Beer & Wine (\$25) x [2] (.) One Day All Alcoholic (\$25)
( ) One Day Auctioneer (\$10)	(.) One Day All Alcoholic (\$25)
One Day Auctioneer (\$10)     Pinball (\$30). Include name and manufacture of machine below. If more space is needed please use reverse side	Second Hand Articles (\$40)
hiesse rise 1646136 2706	Business Name: Department of Biomedical Sciences
No. 164	License in name of: Trens Haroutunian
Name;	Title: Staff/Program Assistant
Manufacturer.	Business Address: Department of Biomedical Sciences
111	Commings School of Veterinary Medicine at Turks University 200 Westboro Road
70. P	North Grafton, MA 01536-1895
$\int_{\mathbb{R}^{N}} f(x) = \int_{\mathbb{R}^{N}} f(x) = \int_{\mathbb$	
751	Phone No.: 508-839-8788 Email: trens.haroutunian@turits.edu
26	in the last
to a second second	Residence: N/A
e carrie	Phone No. N/A
: Signature of Applicant:	Trine Hanov Sun, and

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

(Print) Name (of individual or Corpora 200 Westboro Road	tion as appli	cable)	
Street Address North Grafton M.	A		01536
City/Town	State		Zip Code
Dien My My	nus		Executive Associate Dean
* Signature of Individual or Corporate Name (mandatory)		Re:	Corporate Officer (mandatory, if applicable)
FEIN: 042103634	•		

- This license will not be issued unless this certification clause is signed by the applicant.
- Your Social Security number will be firmished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s, 49A.

Date: June 13, 2018



# Announcing BMS Summerfest 2018 Friday, July 20<sup>th</sup> & Friday, August 10<sup>th</sup> 4pm to ??

This is your time to come together as a department and enjoy a cold beverage and each other's company while we gather outside of the Peabody Pavilion for a few hours on a couple of warm summer afternoons.

# Beer, wine, water and munchies will be provided.



#### **CONTRACT EXTENSION: North Eastern Tree Service**

As allowed by the contract, Paul Cournoyer has requested that the Board extend the current tree service contract with North Eastern Tree Service for one additional year.

#### **MOTION:**

I move the Board vote to extend the trees cutting and removal services contract with North Eastern Tree Service for one year.

#### Town of Grafton

#### Department of Public Works

PAUL F. COURNOYER

Director

30 Providence Road

Grafton, MA 01519

Phone: (508) 839,5335

courneyen agrafton-magov

# Memo

To: Tim McInerney

From: Paul Cournoyer

**CC:** Rebecca Meekins

**Date:** 3 July 2018

Re: Tree Service

As allowed by the contract we would request a one year extension to the contract for tree removal services.

North-Eastern Tree Service has been an excellent contractor and very responsive to our needs and concerns.

#### **DEPARTMENT OF PUBLIC WORKS**

#### TOWN OF GRAFTON

#### INVITATION FOR BIDS FOR

#### TREE CUTTING & REMOVAL SERVICES

#### **BID FORM**

This Bid is submitted in accordance with your invitation to bid for the contract work:

The Proposed bid hereunder is to provide Tree Cutting and Removal Services the Town of Grafton in accordance with the specification of the bid documents.

#### Estimated quantity: As listed hereunder

The undersigned having examined carefully the Bid Specifications, the Form of Bid, Summary of Work and Technical Specifications including all related bulletins and/or addenda promulgated, together with any and all other documents and or material found therewith, all of the foregoing collectively being referred to in this Bid, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all materials and labor in the Contract Document, to your complete satisfaction and acceptance.

#### TRIMMING

	Estimated Quantity	Hourly Rate	Computed Total
1. GROUNDMAN CREW	80 Hrs.	\$ <u>180.00</u>	\$ <u>14400.00</u>
2. 12" CHIPPER WITH CHIP BOX	80 Hrs.	\$ <u>140.00</u>	\$ 11200.00
3. 60 ft. SKYWORKER	80 Hrs.	\$ 40.00	\$ 3200.00
4. STUMP GRINDING	30 Hrs.	\$ <u>125.00</u>	\$ 3750.00

#### REMOVAL

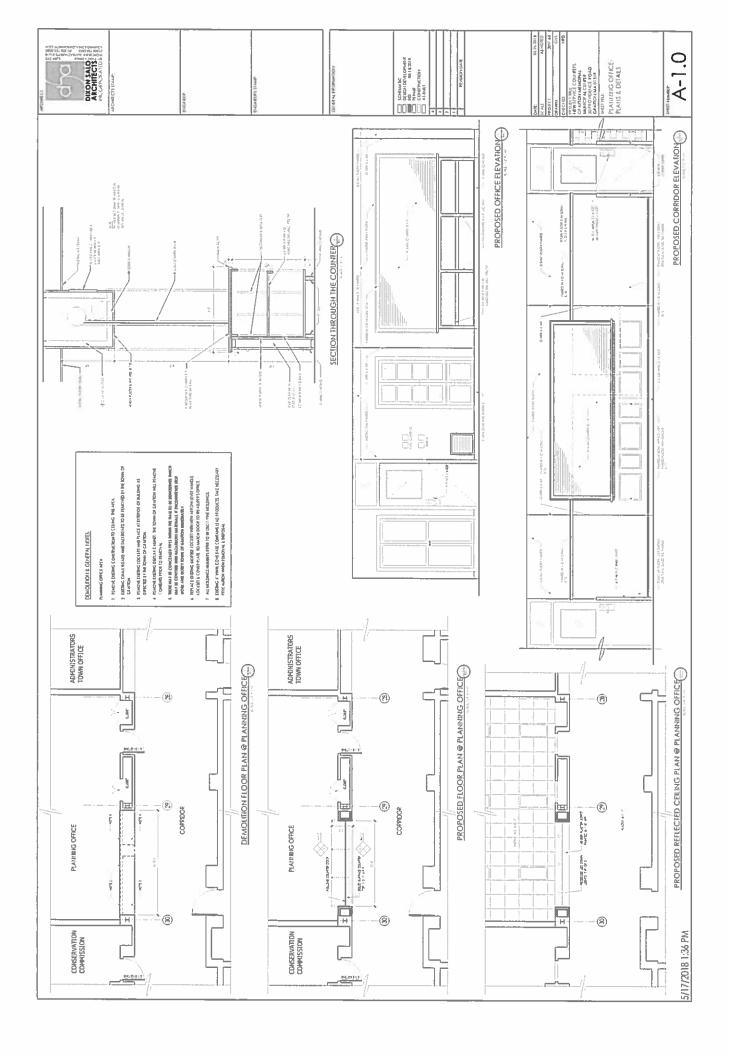
et e	Estimated Quantity	Computed Total
5. For removal and disposal of trees greater than Six inches (6") and less than Twelve inches (12")	10	Price each \$ 200.00
6. For removal and disposal of trees greater than Thirteen inches (13") and less than Eighteen inches (18")	10	Price each \$ 375.00
7. For removal and disposal of trees greater than Nineteen inches (19") and less than Twenty-four inches (24") in diameter	10	Price each \$675.00
8. For removal and disposal of trees greater than Twenty-five (25") and less than Thirty inches (30") In diameter	6	Price each \$ 1200.00

9. For removal and disposal of trees greater than Thirty-one (31") and less than Thirty six inches (36") In diameter	6	Price each <u>\$1800.00</u>
10. For removal and disposal of trees greater than Thirty-seven (37") and less than Forty-two inches (42") In diameter	4	Price each \$_2200,00
11. For removal and disposal of all trees greater than Forty-three inches (43") in diameter	3	Price each \$_2600.00
12. Please provide pricing for the following (if available) on an hourly	/ basis:	
Misc. optional equipment:		
18" chipper with operator		\$ <u>130.00</u>
Crane with operator (17 ton)		\$ <u>275.00</u>
75 ft. Skyworker with operator		\$ <u>145.00</u>
20 yard chipper box truck		\$ 30.00
Misc. additional personnel:		
Foreman		\$ 90.00
Climber		\$ 90.00
Awarding of contract will not be based on the pricing of optional equ	ipment or additiona	al personnel.
COMMENTS:		
Current Municipalities under Contract See Attached		
Zim Jim		
SIGNED	<u>June 19, 201</u> DATE	
Northern Tree Service, Inc. COMPANY OR FIRM	800-232-613 TELEPHON	
_1290 Park St., PO Box 790 ADDRESS		
Palmer MA 01069 CITY/STATE/ZIP		

# <u>SIGN CONTRACT – PAGE CONTRACTING INC (Phase I Municipal Service Counters)</u>

#### **MOTION:**

I move the Board vote to sign a contract with Page Contracting Inc for the Installation of Municipal Service Counters, Phase I



DSA Project No. 2017.63 PROPOSED ALTERATIONS: NEW SERVICE COUNTERS AT PLANNING OFFICE AND TREASURER'S OFFICE FOR UNIVERSAL ACCESSIBILITY (RE-BID)

GRAFTON MEMORIAL MUNICIPAL CENTER
30 Providence Road

Grafton, Massachusetts 01519

#### **DOCUMENT 00310**

#### FORM FOR GENERAL BID

TO: Town of Grafton, Massachusetts (hereinafter called "Awarding Authority" or "Owner")

Grafton Memorial Municipal Center 30 Providence Road Grafton, Massachusetts 01519

Attn: Mr. Timothy P. McInerney, Town Administrator

A. The Undersigned (hereinafter referred as "Bidder"), proposes to furnish all labor and materials required for construction of:

# PROPOSED ALTERATIONS: NEW SERVICE COUNTERS AT PLANNING OFFICE AND TREASURER'S OFFICE FOR UNIVERSAL ACCESSIBILITY (RE-BID) GRAFTON MEMORIAL MUNICIPAL CENTER

30 Providence Road Grafton, Massachusetts 01519

in accordance with the accompanying Bidding and Contract Documents (Plans and Specifications) prepared by the Architect, DIXON SALO ARCHITECTS, INC. for the Base Bid Contract Price specified below, subject to additions and deductions according to the terms of the specifications.

	•
В.	ADDENDA: This Bid Includes Addenda numbered Rebid Specs 1 winds openin
c.	BASE BID CONTRACT PRICE: The proposed Base Bid Contract Price is Twenty five
	thousand Dollars
	Dollars (\$ 25,000.00).
D.	ALTERNATES (refer to Section 01030, ALTERNATES for description of Base Bid work and alternates):
	1. For Alternate No. 1 – MAIL DROP AND RELATED WORK:
	AddDollars (\$).
E.	SUBDIVISION OF CONTRACT PRICE: [Not Applicable].
F.	SCHEDULE OF UNIT PRICES: [Not Applicable].
G.	SUB-BIDS: [Not Applicable].

5

- H. COMMENCEMENT OF WORK, AND DATES FOR SUBSTANTIAL AND FINAL COMPLETION:
  - Commencement of Work: The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" Issued by the Owner, and to thereafter diligently and continuously carry on the Work.

  - Final Completion Date\*: The undersigned agrees to a final completion of the Base Bid
     Contract Work on or before December 28, 2018.
    - \* Bidder shall Indicate date of Substantial Completion and date for Final Completion by Inserting the proposed date for each in the appropriate location above.
- I. LIQUIDATED DAMAGES: [Not Applicable].
- J. The undersigned agrees that, if he is selected as General Contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this Bid.
- K. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.
- L. The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety. The undersigned bidder agrees to Indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.
- M. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the Commonwealth of Massachusetts General Laws or any rule or regulations promulgated thereunder.

DSA Project No. 2017.63 PROPOSED ALTERATIONS: NEW SERVICE COUNTERS AT PLANNING OFFICE AND TREASURER'S OFFICE FOR UNIVERSAL ACCESSIBILITY (RE-BID) GRAFTON MEMORIAL MUNICIPAL CENTER 30 Providence Road Grafton, Massachusetts 01519

N. Pursuant to M.G.L. C all state tax returns	CH. 62C, Sec 49A, I certify under the penalties of perjury that I have filed and paid all State Taxes required under law
Date: 7-2-18	By: (Signature)
(SEAL - if bld is by a corpora	Dance / Page (Name of Bidder)
	President (Title)
	ars worrester ST Soit 5 (Business Address)
	N Graffon MA 01536 (City and State)
	508-887-9999 (Telephone No. and Fax No.)

**END OF DOCUMENT** 

### **TOWN OF GRAFTON**

**DATE: JULY 10, 2018** 

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Page Contracting, Inc.
Dan Page
PO Box 124
North Grafton, MA 01536

508-887-9999

danp@pagecontractinginc.com

### 1. This is a Contract for the procurement of the following:

Phase I of the proposed alternations for a new service counter as detailed in the plan numbered A-1.0 attached to the back of this document. All electrical work will be performed by the town of Grafton. The proposed work will be performed in conformity with the bid specifications and documents dated May 18, 2018 (rebid), and the email to all interested bidders dated 6/7/2018 regarding the phasing of the project. This contract is strictly for work performed to complete Phase I of the project which includes the Planning Office.

### 2. The Contract price to be paid to the Contractor by the Town is: \$25,000

### 3. Payment will be made as follows:

- 3.1 Fees and Reimbursable Costs combined shall not exceed \$25,000 as more fully set forth in the Contractor Documents.
- 3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.
- 3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

### 4. Definitions:

- 4.1 <u>Contract Documents</u>: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- 4.2 <u>Date of Substantial Performance:</u> The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.3 <u>Services</u>: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

### 5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before December, 28 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

### 6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

### 7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

### 8. Termination and Default:

- 8.1 <u>Without Cause</u>. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contact, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

### 9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right

to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting form said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

### 10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

### 11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

### 12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, ace, sex, religion, physical or mental handicap or sexual orientation.

### 14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

### 15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

### 16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

### 17. Minimum Wage/Prevailing Wage;

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, et seq. (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

### 18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

### 19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

### 20. Insurance

### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 20.3 Other Insurance Requirements

a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

### 28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

### 29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.



IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:	The Contractor by:			
Chairman, Board of Selectmen	Signature	Date		
	Print Name & Tit	tle		
Certified as to Form:				
Town Counsel	Date			
Certified as to Appropriation/Availability of Funds:				
Town Accountant	Date			

### **CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

_	Print Name
.57	Title/Authority
	CERTIFICATE OF STATE TAX COMPLIANCE
Pursuant	to Massachusetts General Laws, Chapter 62C, Section 49A , authorized signatory for
name of signatory	, whose
principal place o	name of contractor
perjury that	does hereby certify under the pains and penalties of
paid all Massach	name of contractor susetts taxes and has complied with all laws of the Commonwealth of clating to taxes, reporting of employees and contractors, and withholding

## SIGN CONTRACT – BIGELOW ELECTRICAL COMPANY INC (Generator Maintenance Agreement)

### **MOTION:**

I move that the Board vote to sign the Generator Maintenance Agreement with Bigelow Electrical Company.

# Town of Grafton Installation of 3 Stand-by Generators July 2018

General Bidders Excluded from Using Sub-Bid or Restricted to			
Addenda Received			
5% Bid Bond			
Received Date	June 26, 2018	No response	No response
Sub-Bid Price	\$3,330.00 each year Total cost of contract for three years \$9,990.00	6/28/2018 e-mailed request for quote	6/28/2018 e-mailed request for quote
Name & Address of Sub-Bidder	Bigelow Electric 1 Pullman Street P.O.Box 60268 Worcester, MA 01606 judy@bigelowelec.com	Brown Electric 215 N Main St North Brookfield, Ma 01535 'BrownElectricC@Gmail .com'	Laurence Boyett Milton Cat laurence_boyett@milton cat.com'

### Bigelow Electrical Company, Inc "BigPower"

1 Pullman Street, P O Box 60268, Worcester, MA 01606-0268 Telephone 508-852-5000 Fax 508-853-2010

### SCHEDULED MAINTENANCE AGREEMENT July 1, 2018 to June 30, 2021

This agreement, effective at date of signing, is entered into between Bigelow Electrical Company, Inc. and

NAME:

Robert S. Berger - 508-839-5335 - Ext 1190; Timothy McInerney - 508-839-5335 - Ext 1180

ADDRESS:

Grafton Building Department

30 Providence Street Grafton, MA 01519

for the purpose of servicing owners standby generator sets.

- This agreement shall be for an initial term of (3) years commencing with effective date unless terminated earlier by either party on 30 days written notice, subject to written notice of price change as required.
- 2. Bigelow Electrical to furnish technicians, transportation, tools and special equipment required to inspect and test units as described on attached schedule.
- 3. The service calls shall consist of inspection, test and reporting on a <u>Semi-Annual</u> basis. A Service Checklist, completed and signed by a Bigelow Electrical Technician, shall be presented upon completion of service calls.
- 4. Bigelow Electrical Company, Inc., is not responsible for consequential damages.

The first scheduled maintenance call will include, in addition to inspection, test, and reporting, a complete lube oil and lube oil filter changes. The total 3-year cost (6 visits) will be \$ 9,990.00. The initial call will be in July, with subsequent calls following per agreed schedule.

Thank-you for your interest in the Bigelow Electrical scheduled generator service agreement as outlined. Please take the time to look over for accuracy in the amount and type of standby generator sets shown that you desire to be maintained. If everything is in order, then please sign copy where indicated and return a signed copy to Bigelow Electrical via mail or fax.

The following equipment is to be covered under this agreement:

Make Olympian Model D60P Location Highway Dept
Make Generac Model 200kW Location Central Fire
Make Olympian Model G45F15 Location Fire Station # 2
Make Olympian Model G30F1 Location Fire Station # 3
Make Kohler Model 125REOZJB Location Municipal Bldg
Make Generac Model 7kW Location Pigeon Hill Water

Make Winco Model 10WS-3R Location Elementary
Make Kohler Model 15R081 Location Middle School
Make Kohler Model 200REOZJB Location Police Dept
Make Generac Model 7kW Location "Old" Police Dept
Make Generac Model 7kW Location Brigham Hill Water

b	IGELO	WE	LECI	RICAL	COMP	'AN	Υ,	INC.

By: KEN	Ву:
Ken Vera Generator Service Manager	
(continued on next page)	Initial here for AUTOMATIC RENEWAL

### SCHEDULED MAINTENANCE AGREEMENT - 2

A: By prearranged appointment between Bigelow Electrical and the system user representatives, practical and timely access will be provided for the Service Technician, his tools and equipment.

The Scheduled Maintenance Inspections will include the following when applicable:

#### Minor Service

Check hour meter operation and record hour meter reading

Check air filter condition

Check condition of ignition system

Check and record anti-freeze protection, condition and coolant level (add up to 1 gallon)

Check low coolant level alarm

Check engine water jacket heater

Check and record engine lube oil level and condition

Check fuel and water separator if equipped on (Diesel units only)

Check entire unit for fuel, oil or water leakage

Check condition and tension of belts

Check condition of hoses

Inspect distributor, battery charging generator/alternator, starter & governor

Check and record battery condition and add distilled water if required

Check and clean battery terminals

Check and record complete charging system

Check and record exhaust system condition

Check condition of water pump

Check condition of hoses and connections

Check condition of fuel lines

Wipe generator clean

Conduct safety shutdown check.

Run generator to check and record voltage and frequency; Check instrumentation and adjust as required.

Automatic Transfer Switch - Visual Inspection ONLY - 600 VAC Maximum

Check exerciser clock

Check and record actual cold cranking amps @ 0 deg F

On diesel engines with cylinder liners – check coolant additive levels (DCA)

### Major Service (includes Minor)

Change fuel filters (Diesel units only)

Change engine lube oil and filter annually. Waste oil & filters will be removed from the site included in cost Inspect, clean spark plugs (if applicable)

Inspect and adjust ignition points and condenser (not applicable if diesel)

- B: Any additional work needed will be brought to the attention of the Owner. Service quoted will be performed between the normal working hours of 7:30 AM and 4:00 PM, Monday through Friday, excluding holidays. Service required during other than normal hours will be invoiced at 1 1/2 times the normal hourly rate, except Sundays and holidays when twice the prevailing hourly rate will be invoiced.
- C: This Scheduled Maintenance Proposal does not include provisions for rebuilding or overhaul repair work. The decision to make repairs will be the Owner's. Bigelow Electrical retains the option of not renewing this Scheduled Maintenance Proposal if in our opinion the machine (s) is (are) not in satisfactory mechanical or electrical condition for proper service and we are not authorized to accomplish needed repairs.
- D: This Scheduled Maintenance Proposal is based on all services being accomplished by Bigelow Electrical. Any additional parts, labor or expense other than specified above are NOT included in this agreement.
- E. Customer Options:

At customer request and/or approval, transfer load for testing and adjusting

Load bank testing

Check and record infrared temperatures of individual transfer switches

NEW generators and transfer switches and other accessories

Rental generators and cables available 24 x 7

### TOWN OF GRAFTON



# INVITATION FOR QUOTES PREVENTATIVE MAINTENANCE AND REPAIR OF STANDBY GENERATOR EQUIPMENT TOWN OF GRAFTON, MASSACHUSETTS

By: Timothy P. McInerney For: Board of Selectmen Town Administrator

### INVITATION FOR QUOTES

### MAINTENANCE AND REPAIR OF STANDBY GENERATOR EQUIPMENT

### TOWN OF GRAFTON, MASSACHUSETTS

### SCOPE OF SERVICES SPECIFICATIONS FOR

### GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR

July 1, 2018

### Instructions to Bidders

Submit quotes to:

30 Providence Road Grafton, MA 01519 Attn: Selectman Office

Preventive Maintenance Generator Quotes

Or you may email you quote to:

Mr. Robert Berger, Facilities Manager

bergerr@grafton-ma.gov

Subject line: Preventive Maintenance Generator Quotes

### Services will be provided as follows:

The duration of this contract will consist of three (3) years and incorporate six (6) site visits to perform the following services:

### Minor Service

Check hour meter operation and record hour meter reading

Check air filter condition

Check condition of ignition system

Check and record anti-freeze protection, condition and coolant level (add up to 1 gallon)

Check low coolant level alarm

Check engine water jacket heater

Check and record engine lube oil level and condition

Check fuel and water separator if equipped on (Diesel units only)

Check entire unit for fuel, oil or water leakage

Check condition and tension of belts

Check condition of hoses

Inspect distributor, battery charging generator/alternator, starter & governor

Check and record battery condition and add distilled water if required

Check and clean battery terminals

Check and record complete charging system

Check and record exhaust system condition

Check condition of water pump

Check condition of hoses and connections

Check condition of fuel lines Wipe generator clean

Conduct safety shutdown check.

Run generator to check and record voltage and frequency; Check instrumentation and adjust as required.

Automatic Transfer Switch - Visual Inspection ONLY - 600 VAC Maximum

Check exerciser clock

Check and record actual cold cranking amps @ 0 deg F

On diesel engines with cylinder liners - check coolant additive levels (DCA)

### Major Service (includes Minor)

Change fuel filters (Diesel units only)

Change engine lube oil and filter annually. Waste oil & filters will be removed from the site included in cost.

Inspect, clean spark plugs (if applicable)

Inspect and adjust ignition points and condenser (not applicable if diesel)

and engineering assistance to improve and/or troubleshoot existing systems will be free of charge.

The contractor, at an additional cost and with the Town's authorization, will repair or replace work or failed parts, such as motors, compressors, fans, humidifier generations, controls or other devices or components.

The contractor shall provide a fee structure for repairs done during regular business hours and emergency repairs done nights weekends and holidays with the Town's authorization.

The contractor shall not be liable for any loss, injury, damage and delay in installation or interrupted service that may be caused by circumstances beyond its control, including, but not limited to, Acts of God, fire, theft, explosions, vandalism, work stoppage, floods or delays in transportation.

The contractor shall not be liable for any loss of business or consequential damages, other than the property damage or injury to persons caused as a direct result of negligence by the chosen contractor in performance or failure of its obligation under this agreement.

The contractor shall not be responsible for alterations or modifications required by governmental, regulatory or insurance agencies.

This Contract coverage will begin on or around July 1, 2018.

This Contract will be in effect from July 1, 2018 through June 28, 2021 and may be cancelled by either party, upon receipt of written notice, no less than 30 days prior to the annual anniversary date.

The coverage included in this Contract, including terms, conditions and attachments will constitute the entire Contract between the parties.

This Contract, when accepted in writing below by the Town of Grafton and the contractor shall constitute the entire Contact between us and all Contracts are superseded.

The Town of Grafton may adjust this Contract on any anniversary date due to change in scope.

A list of the town-owned buildings is shown on Addendum "A". The Town of Grafton reserves the right to add or delete buildings from this Contract at any time.

### Labor:

- 1. Regular work shall be done during normal working hours, Monday through Friday (8:30 am. 4:30 p.m.). Work outside business days or hours may be authorized by the Facilities Manager, Robert Berger or a designee.
- 2. The hourly rate shall include any travel and mileage costs. No separate travel, truck or equipment charges will be accepted. No other method/item of compensation shall be paid other than the basis specified.
- 3. The service person's time is to start when he/she arrives at the jobsite. It shall be incumbent upon the service person to have a representative of the Town of Grafton record the time they begin and finish work. A copy of the service/work order shall be left on the jobsite upon completion of the work or sent to the respective office which initiated the service call.
- 4. Regular service calls shall be responded to within two (2) hours and emergency calls within two (2) hours. The contractor shall employ an answering service capable to signaling a service person twenty-four (24) hours a day. An answering machine is not acceptable.
- 5. Work shall be authorized by the Facilities Manager, Robert Berger or a designee through though the issuing of a purchase order. Invoices should be submitted and shall reference the purchase order number. A copy of the service/work order shall accompany the invoice.

### Material:

- 1. The Town of Grafton reserves the right to purchase equipment and material to be installed under this Contract.
- 2. All replaced parts are to be left with the Town of Grafton's representative.
- 3. The contractor shall list replacement parts on the copy of the service/work order for preventative maintenance and other repairs submitted to the Town with the invoice for payment.

### Warranty:

The successful contractor shall replace, repair or make good without cost to the Town of Grafton any defects arising from defective labor or material, as determined by the Facilities Manager, Robert Berger or a designee after inspection.

The minimum qualifications of the successful contractor shall be as follows:

- 1. Each contractor shall visit the sites and gather the needed information on types and conditions of the existing systems. Failure to visit the sites shall not relieve the successful contractor from any responsibility in the performance of this Contract.
- 2. The contractor shall be a company which has been in business for a minimum of ten (10) years servicing commercial generators and performing preventive maintenance and repair of standby generator equipment. The successful contractor shall have an adequate labor force and service fleet to provide twenty-four (24) hour service, 365 days a year. The contractor shall work in harmony with other contractors and Town of Grafton personnel.
- 3. The contractor shall maintain adequate labor, equipment, and engineering and management capabilities to effectively service this Contract.

### **General Conditions:**

### 1. Insurance:

The contractor shall carry and maintain until acceptance of work such Worker's Compensation, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, as shall protect him and any sub-contractor performing work covered by this Contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operation under this Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

The contractor shall provide automobile liability insurance for hired and non-owned automobiles with the following limits:

Bodily Injury \$1,000,000.00 Each Person

\$1,000,000.00 Each Accident

Property \$1,000,000.00

All insurance coverage shall remain in effect throughout the term of this contract.

Certificate in duplicate of insurance coverage as detailed above, with policy numbers and dates of expiration, must be submitted with the signed Contract.

### 2. Wage and Salary Requirements:

The contractor shall be aware of the prevailing wage rates and health and welfare contributions as set forth by the General Laws, Chapter 149, Section 27F and of all applicable safety laws of the Commonwealth and the Federal Occupational Safety and Health Act. Preventative services are not subject to prevailing wage, however repair services are.

### 3. Prices:

The unit prices shall include labor, materials, overhead, profit, insurance etc. to cover the finished work of the type required. The contractor understands that the Awarding Authority reserves the right to reject any or all quotes and to waive any informalities in the bidding.

### 4. Payment:

Payment of all acceptable work performed will be made under appropriate items within the customary time period after the completion of the work.

### 5. Work Execution Requirements:

Unless otherwise specified, the contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

### 6. Protection:

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Town's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or causes by agents or employees of the Town, or due to causes beyond the contractor's control and not due to his fault or negligence. He shall adequately protect any adjacent property as provided by law and the Contract Documents. The contractor shall take all necessary precautions for the safety of employees and persons on, about or adjacent to the premises where the work is being performed.

### 7. Changes in Work:

The Town, without invalidation of the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

### 8. Extension of Time and Delays:

If the contractor should be delayed at any time in the progress of the work by any act or neglect of the Town or by any separate contractor employed by the Town or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the contractor's control, or by delay authorized by the Town pending arbitration, or by any cause which the Town shall decide to justify the delay, or by changes ordered in the work, then the time of completion shall be extended for such time as the Town may decide.

### 9. Correction of Work:

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage or other work resulting there from, which shall appear within a period of one (1) year from the date of Substantial Completion as defined in these General Conditions, and in accordance with the terms of any special guarantees provided in the Contract. The Town shall give notice of observed defects with reasonable promptness. All questions arising under this paragraph shall be decided by the Town subject to arbitration, notwithstanding final payment.

### 10. Right of Town to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of the Contract, the Town, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

### 11. Right of Town to Terminate Contract:

If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its solvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or Wit should fail to make prompt payment to sub-contractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Town, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or

remedy and after giving the Contractor its surety if any, seven (7) days written notice, terminate employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient.

In such cases the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contract shall pay the difference to the Town.

### 12. Withholding of Payments:

The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary in its opinion to protect the Town from loss on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims:
- C. Failure of the Contractor to make payments property to subcontractors or fur material or labor:
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid; and
- E. Damage to another Contractor. Withholding of payments shall be in strict compliance with statutory Requirements.

### 13. Clean-Up:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work and at the completion of the work, it shall removal all its rubbish from and about the buildings and all its tools, scaffolding and surplus materials and shall leave the work "broom clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove all rubbish and charge the cost to the several contractors as the Town shall determine to be just.

### 14. Contract Includes:

The Contractor shall furnish all materials and do all work (except specifically noted to the contrary) according to these specifications and the plans and instructions furnished by the Town, the work to include everything shown on plans and specified and everything properly incidental thereto, subject to the provisions herein.

All quotes for this project are subject to the provisions of both Massachusetts General Laws, Chapter 149, Sections 44A to 44L inclusive and Chapter 1008 of 1983 (Amendment to Section 44B of Chapter 149 of the General Laws), and to the provisions of Massachusetts General Laws, Chapter 22, Section 13A as amended by Chapter 528 of the Acts of 1974. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, Sections 261) to 27D inclusive.

### 15. Sales Tax Exemption:

The Town of Grafton is exempt from the State Sales Tax under the Sales Act.

Chapter 14 of the Acts of 1966 and all amendments thereto. Grafton's Tax Exempt No. is 046-001-159. All purchases of supplies and materials in relation to this work are therefore exempt. This should be considered when pricing this project.

### 16. Definitions

For the purpose of this contract regular business hours are defined as Monday through Friday 7:00 am to 4:30 pm, Nights are 4:31 pm to 6:59 am, weekends are Saturday and Sunday and holidays are considered New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

**APPENDIX: LOCATION OF GENERATORS** 

Make Olympian Model D60P Location Highway Dept
Make Generac Model 200kW Location Central Fire
Make Olympian Model G45F15 Location Fire Station # 2
Make Olympian Model G30F1 Location Fire Station # 3
Make Kohler Model 125REOZJB Location Municipal Bldg
Make Generac Model 7kW Location Pigeon Hill Water

Make Winco Model 10WS-3R Location Elementary
Make Kohler Model 15R081 Location Middle School
Make Kohler Model 200REOZJB Location Police Dept
Make Generac Model 7kW Location "Old" Police Dept
Make Generac Model 7kW Location Brigham Hill Water

### **BOARDS & COMMITTEE - SELECTMEN REPRESENTATION**

The Selectmen will review which committees they serve on as "Selectmen Reps". This will be a time to discuss any changes to designations if needed. New assignments may be determined.

### <u>DISCUSSION – 20 Creeper Hill Road</u>

A proper 61A request was received. Next steps will be reviewed.

### <u>DISCUSSION – TEMPORARY SIGNS TOWN PROPERTY</u>

The Board will be asked to review a <u>draft</u> policy for temporary signs placed on town property. Any comments from the Board will be incorporated into the policy and brought back at a later date for a second reading/review.



### **TOWN OF GRAFTON**

Grafton Memorial Municipal Center 30 Providence Road Grafton, Massachusetts 01519

ADMINISTRATIVE POLICY #\_\_\_\_

Temporary Signs on Town Property
July 10, 2018

### **PURPOSE:**

The intent of this policy is to establish guidelines for temporary signs located on town property that are displayed to inform the public of special events. The materials, size, design, and location of temporary signs are regulated to prevent visual clutter, traffic safety hazards, and to preserve the rural character and residential quality of the town. For the purposes of this policy, temporary signs include signs which seek to temporarily advertise for public events, charitable functions and noncommercial purposes. Application for placement of temporary signs shall include a site plan, photograph of the sign, sign dimensions, materials and colors. Please note that temporary signs are still subject to the Grafton Zoning By-Laws, Section 4.4.3.2.

### **POLICY:**

- 1. A sign permit is required for all temporary signs to be placed on town property. Applications for temporary signs can be found in the Building Department.
- 2. Applications for temporary sign permits on town property must be signed off by the Town Administrator or his/her designee.
- 3. Per the Grafton Zoning By-Laws, Section 4.4.3.2, temporary signs shall not exceed 32 square feet in area.
- 4. Temporary signs on town property are not to be attached to a utility pole, traffic signs, fences, hydrants, trees or other vegetation.
- 5. Temporary signs on town property shall not be illuminated, flashing, moving, or animated.

- 6. Temporary signs shall not be placed in pathways, shall not obstruct traffic intersections, or affect vehicular line of sight.
- 7. Application for temporary sign permits cannot be submitted earlier than thirty (30) days prior to the event.
- 8. No sign shall be posted for longer than 21 consecutive days from the date of installation, and no more than two (2) times within a twelve (12) month time frame for the same organization. A period of ninety (90) days must lapse prior to installing a temporary sign for the same event.
- 9. A maximum of four (4) signs shall be allowed per event.
- 10. Signs must be removed by the applicant within 48 hours after the conclusion of the event being advertised.
- 11. If a sign is left in place for longer than the permitted amount of time, the Town shall remove the sign.
- 12. Any temporary sign removed by the Town shall be considered abandoned if it is not retrieved within 10 calendar days after the date of such removal and will be disposed of by the Town.

Approved by: BOARD OF SELECTMEN	Date: